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 No. 42] NEW DELHI, OCTOBER 13—OCTOBER 19, 2013, SATURDAY/ASVINA 21—ASVINA 27, 1935

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
 Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
 PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
 Statutory Orders and Notifications Issued by the Ministries of the Government of India
 (Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 23 सितम्बर, 2013

का.आ. 2232.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मिजोरम राज्य सरकार, सतर्कता विभाग, आईजोल की दिनांक 13 मार्च, 2013 की अधिसूचना सं. सी.31018/1/2010-VIG/Pt. द्वारा प्राप्त सहमति से सिविल अस्पताल, आईजोल मिजोरम के उन्नयन हेतु संस्थाकृत निधि के दुरुपयोग के मामले के संबंध में, दिनांक 03-04-2008 के पी. ई.सं. 3/2008 तथा उपर्युक्त उल्लिखित अपराधों के संबंध में प्रयासों, दुष्प्रेरणाओं तथा घड़यंत्रों तथा उसी संव्यवहार में किए गए उन तथ्यों से उत्पन्न किसी अन्य अपराध के पंजीकरण/अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त मिजोरम राज्य के संबंध में करती है।

[फा. सं. 228/27/2013-एवीडी-II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 23rd September, 2013

S.O. 2232.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act 25 of 1946), the Central Government with the consent of the State Government of Mizoram, Vigilance Department, New Secretariat Building, New Secretariat Complex, Khatla, Aizawl vide Notification No. C. 31018/1/2010-VIG/Pt. dated 29th July, 2013, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Mizoram for investigation of offences punishable under Sections 120-B, 420, 468, 471 and 477-A of the Indian Penal Code, 1860 (Act No. 45 of 1860) read with Section 13(2) and 13(1) (c) and (d) of the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) relating to suspected misappropriation/diversion of fund amounting of Rs. 5.74 Crore sanctioned for upgradation of Civil Hospital, Aizawl, Mizoram.

[F.No. 228/27/2013-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 23 सितम्बर, 2013

का.आ. 2233.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, त्रिपुरा राज्य सरकार, गृह विभाग, अगरतला की दिनांक 14 अगस्त, 2013 की अधिसूचना सं. एफ. 21(2)-पी. डी./2012 द्वारा प्राप्त सहमति से मार्किटिंग एवं सर्विस एक्सटेंशन सेंटर (एम एंड एसईसी), बस्त्र मंत्रालय, भारत सरकार, अगरतला के लोक सेवकों द्वारा रुपए 4,50,000 के केंद्रीय सरकार निधि के दुरुपयोग जैसा कि केंद्रीय अन्वेषण ब्यूरो, भ्रष्टाचार निरोधक शाखा, शिलांग में दिनांक 31-07-2012 को पंजीकृत सीबीआई मामला सं. आरसी, एसएचजी 2012ए 0005 (आरसी. 5 (ए) 2012-एसएचजी) में आरोपित हैं, से संबंधित मामले में भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 120-बी, 409 तथा 471 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) सपठित 13 (1) (सी) एवं (डी) के तहत दंडनीय अपराधों में किए गए प्रयासों, दुष्प्रेरणाओं और घडयत्रों तथा उसी संव्यवहार में किए गए उन तथ्यों से उत्पन्न किसी अन्य अपराध के अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त त्रिपुरा राज्य में करती है।

[फा. सं. 228/70/2013-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 23rd September, 2013

S.O. 2233.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Tripura, Home Department, Agartala vide Notification No. F. 21(2)-PD/2012 dated 14th August, 2013, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Tripura for investigation of offences punishable under Sections 120-B, 409, and 471 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and 13(2) read with Section 13(1) (c) and (d) of the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) relating to involvement of Public Servant of Marketing and Service Extension Centre (M&SEC), Ministry of Textiles, Government of India, Agartala for misappropriation of Central Government funds amounting to total Rs. 4,50,000 as alleged in the CBI Case No. RCSHG 2012A0005 (RC.5(A)2012-SHG) registered at Central Bureau of Investigation, Anti Corruption Branch, Shillong on 31-07-2012 and attempts, abetments and conspiracies in relation to the above mentioned offence

and any other offences committed in course of the same transaction arising out of the same facts.

[F.No. 228/70/2013-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 23 सितम्बर, 2013

का.आ. 2234.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, असम राज्य सरकार, राजनीतिक (ए) विभाग, दिसपुर की दिनांक 30 अप्रैल, 2013 की अधिसूचना सं. पीएलए. 208/2013/23 द्वारा प्राप्त सहमति से भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) के तहत धारा 34, 302 एवं 341 के अधीन पुलिस स्टेशन, तिनसुकिया में पंजीकृत मामला सं. 191/2013 में श्री गंगा राम कौल (सीपीआईएमएल नेता), गुट्टीबाड़ी गांव, पैनीयोला टी स्टेट के अंदर, जिला-तिनसुकिया (असम) की हत्या से संबंधित अपराधों में किए गए प्रयासों, दुष्प्रेरणाओं और घडयत्रों तथा उसी संव्यवहार में किए उन तथ्यों से उत्पन्न किसी अन्य अपराध के अन्वेषण करने के लिए दिल्ली पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त असम राज्य में करती है।

[फा. सं. 228/39/2013-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 23rd September, 2013

S.O. 2234.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act 25 of 1946), the Central Government with the consent of the State Government of Assam, Political (A) Department, Dispur vide Notification No. PLA. 208/2013/23 dated 30th April, 2013, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for investigation of Case No. 191/2013 under sections 34, 302 and 341 of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station Tinsukia relating to murder of Shri Gangaram Koul (CPI-ML-Leader), Gutibari Gaon, inside Panitola Tea Estate of Tinsukia District (Assam) and attempts, abetments and conspiracies in relation to the above mentioned offence and any other offence committed in course of the same transaction arising out of the same facts.

[F.No. 228/39/2013-AVD-II]

RAJIV JAIN, Under Secy.

सीमा शुल्क के आयुक्त का कार्यालय, पुणे

पुणे, 30 अगस्त, 2013

सं. 03/2013-सीमा शुल्क (एन टी)

का.आ. 2235.—सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 8 के अधीन प्रदत्त अधिकारों को कार्यान्वित करते हुए आयुक्त, सीमा शुल्क पुणे द्वारा दिनांक 03-12-2009 को जारी अधिसूचना संख्या 2/2009 -सीमा शुल्क (एन टी) में उल्लिखित निम्नलिखित स्थानों को विशिष्ट आयात तथा निर्यात किए जाने वाले माल को खाली करने (अनलोडिंग) तथा लदान (लोडिंग) हेतु सीमा शुल्क क्षेत्र के रूप में मंजूरी प्रदान की गई थी।

बन्दरगाह का नाम	माल उतारने का स्थान	सीमा शुल्क क्षेत्र	भौगोलिक सीमाएँ
जे एस डब्ल्यू	जे एस डब्ल्यू	अधिमापन	1. ($17^{\circ} 18.14'$ उत्तर, $73^{\circ} 12.39'$ पूर्व)
जयगढ़	जयगढ़ बन्दरगाह लिमिटेड	33.77 एकड़	2. ($17^{\circ} 18.37'$ उत्तर $73^{\circ} 12.59'$ पूर्व)
बन्दरगाह	(जे एस डब्ल्यू जे पी एल) - जयगढ़ बन्दरगाह की सीमाओं में आने वाली धमनखोल खाड़ी जो भारतीय पोर्ट अधिनियम, 1908 (1908 का XV) की धारा 5 के अधीन प्रदत्त अधिकारों के कार्यान्वयन में महाराष्ट्र सरकार की अधिसूचना संख्या, आईपीए 1298/सीआर- 107/पीआरटी-1 दिनांक 06-01-2000 के अधीन अधिसूचित है।	4. ($17^{\circ} 18.25'$ उत्तर $73^{\circ} 12.72'$ पूर्व) 5. ($17^{\circ} 18.06'$ उत्तर $73^{\circ} 12.48'$ पूर्व)	3. ($17^{\circ} 18.25'$ उत्तर $73^{\circ} 12.72'$ पूर्व) विशिष्ट लैण्डमार्क पूर्व - जयगढ़ गाँव दक्षिण - कुणबीवाडी पश्चिम - करहतेश्वर मंदिर उत्तर - अरबी समुद्र

2. अब, मैसर्स, जे एस डब्ल्यू जयगढ़ बन्दरगाह रत्नागिरी, ने आयात तथा निर्यात कन्टेनरों के सम्बन्ध में अनुरोध किया है कि अतिरिक्त क्षेत्र को “सीमा शुल्क क्षेत्र” के रूप में अधिसूचित किया जाए।

3. तदनुसार, मैं, वासा शेषगिरि राव, आयुक्त, सीमा शुल्क, पुणे, सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 8 के अधीन प्रदत्त अधिकारी को कार्यान्वित करते हुए एतद्वारा इस अधिसूचना के निम्नलिखित अनुसूची के स्तंभ 3 में विनिर्दिष्ट तथा स्तंभ 2 में उल्लिखित बन्दरगाह में स्थित निम्नलिखित अतिरिक्त स्थान को आयातित माल को खाली करने (अनलोडिंग) तथा निर्यात माल अथवा अन्य किसी प्रकार के माल के लदान (लोडिंग) हेतु सीमा शुल्क क्षेत्र के रूप में मंजूरी प्रदान करता हूँ।

अनुसूची

बन्दरगाह का नाम	माल उतारने का स्थान	सीमा शुल्क क्षेत्र	भौगोलिक सीमाएँ
1	2	3	4
जे एस डब्ल्यू	जे एस डब्ल्यू	अधिमापन	सीमा शुल्क क्षेत्र जो निम्नलिखित अक्षांश
जयगढ़	जयगढ़ बन्दरगाह लिमिटेड	38100	(उत्तर) एवं रेखांश (पूर्व) से विरा हुआ
बन्दरगाह	(जे एस डब्ल्यू जे पी एल) - जयगढ़ बन्दरगाह की सीमाओं में आने वाली धमनखोल खाड़ी जो भारतीय पोर्ट अधिनियम, 1908 (1908 का XV) की धारा 5 के अधीन प्रदत्त अधिकारों के कार्यान्वयन में महाराष्ट्र सरकार की	स्क्वेअर मीटर्स	तथा सभी तरफ से घेराबन्द है।

1

2

3

4

अधिसूचना संख्या, आईपीए 1298/सीआर-
107/पीआरटी-1 दिनांक 06-01-2000 के
अधीन अधिसूचित है।

अक्षांश(उत्तर)	रेखांश (पूर्व)
ए 17° 18.118 '	73° 12.415 '
बी 17° 18.097 '	73° 12.394 '
सी 17° 17.96 '	73° 12.344 '
डी 17° 17.95 '	73° 12.349 '
ई 17° 18.031 '	73° 12.473 '
5 17° 18.06 '	73° 12.48 '

विशिष्ट लैण्डमार्क
पूर्व - जयगढ़ गाँव
दक्षिण - कुणबीवाडी
पश्चिम - करहतेश्वर मंदिर
उत्तर - अरबी समुद्र/बर्थ 1 तथा 2

उपर्युक्त मंजूरी सीमा शुल्क अधिनियम, 1962 के संबंधित उपबंधों का कड़ाई से पालन तथा भारत सरकार द्वारा समय-समय पर जारी अनुदेशों का अनुसरण किए जाने की शर्तों पर दी जा रही है।

[फा. सं. VIII /सी.शु./तकनीकी/48-30/जेएसडब्ल्यू-जयगढ़/2012]

वासा शेषगिरि राव, आयुक्त

COMMISSIONER OF CUSTOMS, PUNE

Pune, the 30th August, 2013

No. 03/2013-Customs (NT)

S.O. 2235 .—In exercise of the powers conferred under Section 8 of the Customs Act 1962 (52 of 1962), the Notification No. 2/2009-CUS (NT) dated 03-12-2009 was issued by the Commissioner of Customs, Pune approving the below mentioned place as the Customs Area of unloading and loading of specified import and Export goods.

Name of the Port	Landing place	Customs Area	Limits with Geographical Boundaries
JSW Jaigarh Port	JSW Jaigarh Port Ltd. (JSWJPL) Dhamankhol Bay within the limits of Jaigarh Port notified under Government of Maharashtra Notification No. IPA1298/CR/107/PRTI dated 6-1-2000 in exercise of the powers conferred by Section 5 of the Indian Ports Act, 1908 (XV of 1908)	Measuring 33.77 acres	1. (17°18.14' N, 73°12.39' E) 2. (17°18.37' N, 73°12.59' E) 3. (17°18.25' N, 73°12.72' E) 4. (17°18.16' N, 73°12.73' E) 5. (17°18.06' N, 73°12.48' E) Prominent Land Marks East-Jaigad Village South-Kunbiwadi West-Karhateshwar Temple North-Arbian Sea

2. Now, M/s. JSW Jaigarh Port in Ratnagiri has requested for additional area to be notified as 'Customs area' in order to handle Import and Export containers.

3. Therefore, in exercise of the powers conferred under Section 8 of the Customs Act, 1962 (52 of 1962); I, Vasa Seshagiri Rao, Commissioner of Customs, Pune hereby approve the following additional Area specified in column (3) of

the below Schedule to this notification, located in the port mentioned at column (2) of the said Schedule, to be the Customs Area for unloading of imported goods and loading of export goods or any class of goods.

SCHEDULE

Name of the Port	Landing place	Customs Area	Limits with Geographical Boundaries
JSW Jaigarh Port	JSW Jaigarh Port Ltd. (JSWJPL)- Dhamankhol Bay within the limits of Jaigard Port notified under Government of Maharashtra Notification No. IPA 1298/CR/107/PRT I dated 6-1-2000 in exercise of the powers confirmed by Section 5 of the Indian Ports Act, 1908 (XV of 1908)	Measuring 38100 Sq. Mtr.	The Customs area encompassed by following Latitude (N) & Longitude (E) fenced on all sides.
			Latitude (N) Longitude (E)
			A 17° 18.118' 73° 12.415'
			B 17° 18.097' 73° 12.394'
			C 17° 17.96' 73° 12.344'
			D 17° 17.95' 73° 12.349'
			E 17° 18.031' 73° 12.473'
			F 17° 18.06' 73° 12.48'
			Prominent Land marks-
			East-Jaigad Village
			South-Kunbiwad.
			West-Karhateshwar Temple
			North-Arabian Sea/Berth 1 & 2

4. The above approval is subject to strict observance of the relevant provisions of the Customs Act, 1962 and the instructions issued by the Government of India from time to time in pursuance thereof.

[F No. VIII/Cus/Tech/48-30/JSW-Jaigarh/2012]

VASA SESHAGIRI RAO, Commissioner

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 7 अक्टूबर, 2013

का.आ. 2236.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खंड 8 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड(क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक ऑफ इंडिया के महाप्रबंधक श्री गौरी शंकर (जन्म तिथि: 25-03-1956) को उनके द्वारा पदभार ग्रहण करने की तिथि से 31-03-2016 तक अर्थात् उनके द्वारा अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब नेशनल बैंक के कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2012-बीओ-I]

विजय मल्होत्रा, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 7th October, 2013

S.O. 2236.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of Clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Gauri Shankar (DoB: 25-03-1956), General Manager, Bank of India as Executive Director, Punjab National Bank, with effect from the date of his taking over charge of the post and upto 31-03-2016, i.e, the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F. No. 4/5/2012-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 7 अक्टूबर, 2013

का.आ. 2237.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उप-धारा (1) और धारा (19) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्रीमती अरुंधति भट्टाचार्य (जन्म तिथि 18-03-1956), प्रबंध निदेशक, भारतीय स्टेट बैंक को उनके पदभार ग्रहण करने की तिथि से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक का अध्यक्ष नियुक्त करती है।

[फा. सं. 2/5/2013-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 7th October, 2013

S.O. 2237.—In exercise of the powers conferred by clause (a) of Section (19) and sub-section (1) of Section 20 of the State of Bank of India Act, 1955 (23 of 1955), the Central Government hereby appoints Smt. Arundhati Bhattacharya (DoB: 18-03-1956), Managing Director, State Bank of India as Chairman, State Bank of India, for a period of three years from the date of her taking over the charge of the post or until further orders, whichever is earlier.

[F. No. 2/5/2013-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 30 सितम्बर, 2013

का.आ. 2238.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3 के खंड(ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कालम 2 में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम 3 में विनिर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में विनिर्दिष्ट बैंकों में सरकार द्वारा नामित निदेशक के रूप में तत्काल प्रभाव से और अगले आदेश होने तक, नामित करती है :-

सारणी

(1)	(2)	(3)
आनंद्राव विष्णु पाटिल	श्री आनंद्राव विष्णु पाटिल, निदेशक, वित्तीय सेवाएं विभाग	श्री मोहम्मद मुस्तफा
देना बैंक	श्री रजत सच्चर, आर्थिक सलाहकार, वित्तीय सेवाएं विभाग	श्री एस. के. जिन्दल
यूनियन बैंक आफ इंडिया	श्री मोहम्मद मुस्तफा, निदेशक, वित्तीय सेवाएं विभाग	डॉ. अचिंतन भट्टाचार्य
युनाइटेड बैंक आफ इंडिया	श्री मिहिर कुमार, निदेशक, वित्तीय सेवाएं विभाग	श्री संदीप कुमार
स्टेट बैंक आफ बोकानेर एंड जयपुर	श्री गुलाब सिंह*, उप सचिव, वित्तीय सेवाएं विभाग	श्री मिहिर कुमार
स्टेट बैंक आफ हैदराबाद	श्री ए. के. डोगरा, उप सचिव, वित्तीय सेवाएं विभाग	श्री आनंद्राव विष्णु पाटिल

*01-10-2013 को या उसके बाद उनके पदभार ग्रहण करने पर।

[फा. सं. 6/3/2012-बीओ-I]

श्रेया गुहा, निदेशक

New Delhi, the 30th September, 2013

S.O. 2238.—In exercise of the powers conferred by clause (a) of Sub-Section (3) of section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominate the persons specified in column (2) of the table below as Government Nominee Director of the Banks specified in column (1) thereof, in place of the persons specified in column (3) of the said Table, with immediate effect and until further orders:—

TABLE

(1)	(2)	(3)
Andhra Bank	Sh. Anandrao Vishnu Patil Director, Department of Financial Services	Sh. Mohammad Mustafa
Dena Bank	Sh. Rajat Sachar Economic Adviser, Department of Financial Services	Sh. S.K. Jindal
Union Bank of India	Sh. Mohammad Mustafa Director, Department of Financial Services	Dr. Achintan Bhattacharya
United Bank of India	Sh. Mihir Kumar Director, Department of Financial Services	Sh. Sandeep Kumar
State Bank of Bikaner & Jaipur	Sh. Gulab Singh* Deputy Secretary, Department of Financial Services	Sh. Mihir Kumar
State Bank of Hyderabad	Sh. A.K. Dogra Deputy Secretary, Department of Financial Services	Sh. Anandrao Vishnu Patil

* Upon his joining on or after 01-10-2013.

[F.No. 6/3/2012-BO-I]

SREYA GUHA, Director

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 4 अक्टूबर, 2013

का०आ० 2239.—राजनयिक और कांसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में केंद्र सरकार एतद्वारा श्री सुनील कुमार भट्टाचार्जी, सहायक को 4th अक्टूबर, 2013 भारत के दूतावास, मस्कट में सहायक कॉसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2006]

आर. के. पेरिन्डिया, उप सचिव (कॉसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 4th October, 2013

S.O. 2239.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Sunil Kumar Bhattacharjee Assistant in Embassy of India, Muscat, to perform the duties of Assistant Consular Officer with effect from 4th October, 2013.

[No. T. 4330/01/2006]

R. K. PERINDIA, Dy. Secy. (Consular)

नई दिल्ली, 10 अक्टूबर, 2013

का.आ. 2240.—राजनयिक और कोंसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में केंद्र सरकार एतद्वारा श्री उमेद सिंह सहायक को 10 अक्टूबर, 2013 भारत के कांसुलावास बिर्मिंघम में सहायक कोंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2006]

आर. के. पेरिन्डिया, उप सचिव (कोंसुलर)

New Delhi, the 10th October, 2013

S.O. 2240.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Umed Singh, Assistant in Consulate General of India, Birmingham to perform the duties of Assistant Consular Officer with effect from 10th October, 2013.

[No. T. 4330/01/2006]

R. K. PERINDIA, Dy. Secy. (Consular)

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 25 सितम्बर, 2013

का.आ. 2241.—इस मंत्रालय की दिनांक 19-01-2012, 16-01-2013 और 22-2-2013 की अधिसूचनाओं क्रमशः सं. 809/2/2011-एफ(सी), 809/3/2011-एफ(सी), 809/5/2011-एफ(सी) और 809/7/2011-एफ (सी) के अनुक्रम में तथा चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 और 8 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उप-धारा (1)द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निम्नलिखित व्यक्तियों को तत्काल प्रभाव से दो वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो पहले हो, केन्द्रीय फिल्म प्रमाणन बोर्ड के क्षेत्रीय कार्यालयों, जैसा कि प्रत्येक सदस्य के नाम के सामने विनिर्दिष्ट है, में सलाहकार पैनलों के सदस्य के रूप में नियुक्त करती है :-

क्रम सं.	सदस्य का नाम	सलाहकार पैनल
1.	श्रीमती सुलोचना सम्भाजी कसूरदे	मुंबई
2.	श्रीमती रईसा गिल नरेन्द्रपाल सिंह	-वही-
3.	श्रीमती बीना (ब्रिनल्ले) फरनाडिस	-वही-
4.	श्रीमती रेशमा के. शेवाले	-वही-
5.	श्रीमती मनीता मलिक	-वही-
6.	श्री संजय अग्रवाल	दिल्ली
7.	श्री कैलाश चंद्र कैम	-वही-
8.	श्री कमलजीत सिंह चावला	-वही-
9.	श्री दीपक नंदरा	-वही-
10.	श्री अमित कुमार	-वही-
11.	श्री सुशील कुमार मल्होत्रा	-वही-
12.	सुश्री थाराहर्इ कुथबर्ट अनबुआहम	चेन्नै
13.	डॉ. वडापल्ला कृष्णा	हैदराबाद

[फा. सं. 809/3/2011-एफ(सी)]

निरूपमा कोतरू, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 25th September, 2013

S.O. 2241.—In continuation of Ministry's Notifications No. 809/2/2011-F(C), 809/3/2011-F(C), 809/5/2011-F(C) and 809/7/2011-F(C) dated 19-01-2012, 16-01-2013 and 22-02-2013 respectively and in exercise of the powers conferred by sub-section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint the following persons as members of the Advisory panels at the Regional Offices as specified against each member, of the Central Board of Film Certification with immediate effect for a period of two years or until further orders, whichever is earlier :—

S. No.	Name of Member	Advisory Panel
1.	Mrs. Sulochana Sambhaji Kasurde	Mumbai
2.	Mrs. Raeesa Gill Narendrapal Singh	-do-
3.	Mrs. Beena (Brinelle) Fernandes	-do-
4.	Mrs. Reshma K. Shewale	-do-
5.	Mrs. Manita Malik	-do-
6.	Shri Sanjay Aggarwal	Delhi
7.	Shri Kailash Chander Kaim	-do-
8.	Shri Kamaljit Singh Chawla	-do-
9.	Shri Deepak Nandra	-do-
10.	Shri Amit Kumar	-do-
11.	Shri Sushil Kumar Malhotra	-do-
12.	Ms. Tharaihai Cuthbert Anbuaham	Chennai
13.	Dr. Vadapalli Krishna	Hyderabad

[F.No. 809/3/2011-F(C)]

NIRUPAMA KOTRU, Director (Films)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

नई दिल्ली, 2 जनवरी, 2013

का.आ. 2242.—इस विभाग के दिनांक 12-10-2012 की अधिसूचना सं. वी. 12017/44/2003-डीई (खंड VIII) के अधिक्रमण में और दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती हैं अर्थात :—

रमा डेंटल कालेज अस्पताल एंड अनुसंधान केन्द्र, कानपुर के लिए डॉ. भीमराव अम्बेडकर विश्वविद्यालय, आगरा द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के संबंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 58 के सामने कालम 2 एंवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :—

“पब्लिक हेल्थ डेंटिस्ट्री

(यदि 10-6-2011 को या उसके बाद प्रदान की गई)

ओरल पैथोलोजी एंड माईक्रोबायोलोजी

(यदि 10-6-2011 को या उसके बाद प्रदान की गई)

पीडोडोटोक्स एंड प्रिवेटिव डेंटिस्ट्री

(यदि 10-6-2011 को या उसके बाद प्रदान की गई)

ओरल मेडिसिन एंड रेडियोलोजी

(यदि 10-6-2011 को या उसके बाद प्रदान की गई)

एम डी एस (पब्लिक हेल्थ डेंटिस्ट्री),

डॉ. भीमराव अम्बेडकर विश्वविद्यालय, आगरा

एम डी एस (ओरल पैथोलोजी)

डॉ. भीमराव अम्बेडकर विश्वविद्यालय, आगरा

एम डी एस (पीडोडोटोक्स)

डॉ. भीमराव अम्बेडकर विश्वविद्यालय, आगरा

एम डी एस (ओरल मेडिसिन),

डॉ. भीमराव अम्बेडकर विश्वविद्यालय, आगरा”

[फा. सं. वी.12017/44/2003-डी ई(खंड VIII)]

अनीता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 2nd January, 2013

S.O. 2242.—In supersession to this Department's Notification No. V. 12017/44/2003-DE (Vol. VIII) dated 12-10-2012 and in exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 and 3 against Serial No. 58, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. B.R. Ambedkar University, Agra, the following entries in respect of Rama Dental College Hospital & Research Centre, Kanpur, shall be inserted thereunder:—

“Public Health Dentistry (if granted on or after 10-6-2011)	MDS (Pub. Health.) Dr. B.R. Ambedkar University, Agra
Oral Pathology & Microbiology (if granted on or after 10-6-2011)	MDS (Oral Path.) Dr. B.R. Ambedkar University, Agra
Paedodontics and Preventive Dentistry (if granted on or after 10-6-2011)	MDS (Pedo), Dr. B.R. Ambedkar University, Agra
Oral Medicine & Radiology (if granted on or after 10-6-2011)	MDS (Oral Med.), Dr. B.R. Ambedkar University, Agra”

[F.No. V. 12017/44/2003-DE (Vol.VIII)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 23 जनवरी, 2013

का.आ. 2243.—केंद्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती हैं अर्थात्:—

कालीकट विश्वविद्यालय, केरल द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 30 के समक्ष कॉलम 2 और 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जायेंगी:—

“III. एजकेयर दंत चिकित्सा विज्ञान संस्थान ए मलप्पुरम्

(i) बैचलर ऑफ डेंटल सर्जरी

(यदि 14-07-2012 को या उसके बाद प्रदान की गई)

बी.डी.एस. कालीकट विश्वविद्यालय, केरल”

[फा. सं. वी. 12017/77/2005-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 23rd January, 2013

S. O. 2243.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 30, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by University of Calicut, Kerala, the following entries shall be inserted thereunder :—

“III. Educare Institute of Dental Sciences, Malappuram

(i) Bachelor of Dental Surgery
(if granted on or after 14-7-2012)

BDS, University of Calicut, Kerala”

[F.No.V. 12017/77/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 28 जनवरी, 2013

का.आ. 2244.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

भारती विद्यापीठ विश्वविद्यालय, पुणे द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 54 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में भारती विद्यापीठ, दंत चिकित्सा कॉलेज एवं अस्पताल, सांगली के स्थान पर निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :-

“बैचलर ऑफ डेंटल सर्जरी

बी.डी.एस., भारती विद्यापीठ विश्वविद्यालय, पुणे”

(यदि 19-7-2012 को या उसके बाद प्रदान की गई)

[फा. सं. वी. 12017/63/2006-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 28th January, 2013

S.O. 2244.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 54 in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Bharti Vidyapeeth University, Pune against Bharati Vidyapeeth Dental College and Hospital, Sangli, the following entries shall be inserted thereunder :

“Bachelor of Dental Surgery
(if granted on or after 19-7-2012)

BDS, Bharati Vidyapeeth University, Pune”

[F. No. V. 12017/63/2006-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 29 जनवरी, 2013

का.आ. 2245.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 110 के बाद निम्नलिखित क्रम संख्या और प्रविष्टियां अंतःस्थापित की जाएंगी :-

“ 111तीर्थकर महावीर विश्वविद्यालय, मुरादाबाद

तीर्थकर महावीर दंत चिकित्सा कॉलेज एवं अनुसंधान केन्द्र, मुरादाबाद

बैचलर ऑफ डेंटल सर्जरी

बी.डी.एस., तीर्थकर महावीर विश्वविद्यालय, मुरादाबाद।”

(यदि 25-08-2012 को या उसके बाद प्रदान की गई)

[फा. सं. वी. 12017/27/2004-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 29th January, 2013

S.O. 2245.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) after Serial No. 110, the following Serial number and entries shall be inserted, namely :—

“111 Teerthanker Mahaveer University, Moradabad.

Teerthanker Mahaveer Dental College & Research Centre, Moradabad.

Bachelor of Dental Surgery

BDS, Teerthanker Mahaveer University, Moradabad.”

(If granted on or after 25-8-2012)

[F. No. V. 12017/27/2004-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 5 फरवरी, 2013

का.आ. 2246.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

पं. बी.डी.शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक दंत चिकित्सा डिप्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 84 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :-

“— डीएवी सेंटरी डेंटल कॉलेज, मॉडल टाउन, यमुना नगर (हरियाणा)

बैचलर ऑफ डेंटल सर्जरी

(यदि 23-8-2012 को या उसके बाद प्रदान की गई)

बीडीएस, पं. बी.डी.शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक

- दंत चिकित्सा विज्ञान स्नातकोत्तर संस्थान, रोहतक

बैचलर ऑफ डेंटल सर्जरी

(यदि 7-8-2012 को या उसके बाद प्रदान की गई)

बीडीएस, पं. बी.डी.शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक

- जननायक चौ. देवीलाल डेंटल कॉलेज, सिरसा

बैचलर ऑफ डेंटल सर्जरी

(यदि 18-8-2012 को या उसके बाद प्रदान की गई)

बीडीएस, पं. बी.डी.शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक

- मानव रचना डेंटल कॉलेज, फरीदाबाद

बैचलर ऑफ डेंटल सर्जरी

(यदि 17-8-2012 को या उसके बाद प्रदान की गई)

बीडीएस, पं. बी.डी.शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक

- पीडीएम डेंटल कॉलेज एवं अनुसंधान संस्थान, बहादुरगढ़

बैचलर ऑफ डेंटल सर्जरी

(यदि 18-8-2012 को या उसके बाद प्रदान की गई)

बीडीएस, पं. बी.डी.शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक

- श्री गोविंद ट्राईसेंटरी डेंटल कॉलेज, अस्पताल एवं

अनुसंधान संस्थान, बुढ़ेरा

बैचलर ऑफ डेंटल सर्जरी

(यदि 14-8-2012 को या उसके बाद प्रदान की गई)

बीडीएस, पं. बी.डी.शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक

- सुधा रस्तोगी दंत चिकित्सा विज्ञान कॉलेज एवं अनुसंधान

केंद्र, फरीदाबाद

बैचलर ऑफ डेंटल सर्जरी

(यदि 17-8-2012 को या उसके बाद प्रदान की गई)

बीडीएस, पं. बी.डी.शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक

- स्वामी देवी दयाल अस्पताल एवं डेंटल कॉलेज, पंचकुला

बैचलर ऑफ डेंटल सर्जरी

(यदि 17-8-2012 को या उसके बाद प्रदान की गई)

बीडीएस, पं. बी.डी.शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक”

[फा. सं. वी. 12017/1/2013-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 5th February, 2013

S.O. 2246.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

In the existing entries of column 2 & 3 against Serial No. 84, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Pt. B. D. Sharma University of Health Sciences, Rohtak, the following entries shall be inserted thereunder :—

“- DAV Centenary Dental College, Model Town, Yamuna

Nagar (Haryana)

Bachelor of Dental Surgery

(if granted on or after 23-8-2012)

- Post Graduate Institute of Dental Sciences, Rohtak

Bachelor of Dental Surgery

(if granted on or after 7-8-2012)

- Jan Nayak Ch. Devi Lal Dental College, Sirsa

Bachelor of Dental Surgery

(if granted on or after 18-8-2012)

- Manav Rachna Dental College, Faridabad

Bachelor of Dental Surgery

(if granted on or after 17-8-2012)

- PDM Dental College, Research Institute, Bahadurgarh.

Bachelor of Dental Surgery

(if granted on or after 18-8-2012)

- Sri Govind Tricentenary Dental College, Hospital and Research Institute, Budhera.

Bachelor of Dental Surgery

(if granted on or after 14-8-2012)

- Sudha Rustagi College of Dental Sciences and Research, Faridabad.

Bachelor of Dental Surgery

(if granted on or after 17-8-2012)

- Swami Devi Dyal Hospital and Dental College, Panchkula.

Bachelor of Dental Surgery

(if granted on or after 17-8-2012)

BDS, Pt. B.D. Sharma University of Health Sciences, Rohtak.

BDS, Pt. B.D. Sharma University of Health Sciences, Rohtak.

BDS, Pt. B.D. Sharma University of Health Sciences, Rohtak.

BDS, Pt. B.D. Sharma University of Health Sciences, Rohtak.

BDS, Pt. B.D. Sharma University of Health Sciences, Rohtak.

BDS, Pt. B.D. Sharma University of Health Sciences, Rohtak.

BDS, Pt. B.D. Sharma University of Health Sciences, Rohtak.

BDS, Pt. B.D. Sharma University of Health Sciences, Rohtak.”

[F. No. V. 12017/1/2013-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 22 फरवरी, 2013

का.आ. 2247.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

रुलर डेंटल कॉलेज, लोनी के लिए प्रवरा आयुर्विज्ञान संस्थान (मानित विश्वविद्यालय), लोनी, महाराष्ट्र द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के सम्बन्ध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 70 के सामने कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :—

“मास्टर ऑफ डेंटल सर्जरी

ओरल मेडिसिन एंड रेडियोलोजी
(यदि 5-6-2012 को या उसके बाद प्रदान की गई)
पीडोडोंटोक्स एंड प्रिवेटिव डैंटिस्ट्री
(यदि केवल शैक्षिक सत्र 2009-10 के दौरान प्रवेश
लेने वाले छात्रों को प्रदान की गई)
ओरल पैथोलोजी एंड माइक्रोबायोलोजी
(यदि केवल शैक्षिक सत्र 2009-10 के दौरान प्रवेश
लेने वाले छात्रों को प्रदान की गई)

एम डी एस (ओरल मेडिसिन), प्रवरा आयुर्विज्ञान संस्थान
(मानित विश्वविद्यालय), लोनी
एम डी एस (पीडो), प्रवरा आयुर्विज्ञान संस्थान
(मानित विश्वविद्यालय), लोनी
एम डी एस (ओरल पैथोलोजी), प्रवरा आयुर्विज्ञान संस्थान
(मानित विश्वविद्यालय), लोनी”

[फा. सं. वी. 12017/30/2007-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 22nd February, 2013

S.O. 2247.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :-

In the existing entries of column 2 & 3 against Serial No. 70, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Pravara Institute of Medical Sciences (Deemed University), Loni, Maharashtra against Rural Dental College, Loni, the following entries shall be inserted thereunder :—

“ Master of Dental Surgery

Oral Medicine and Radiology
(if granted on or after 5-6-2012)

MDS, (Oral Med.) Pravara Institute of Medical Sciences (Deemed University), Loni.

Paedodontics and Preventive Dentistry
(if granted to the students admitted
during the academic session 2009-10 only)

MDS, (Paedo.) Pravara Institute of Medical Sciences (Deemed University), Loni.

Oral Pathology and Microbiology
(if granted to the students admitted
during the academic session 2009-10 only)

MDS, (Oral Path.) Pravara Institute of Medical Sciences (Deemed University), Loni.”

[F.No. V. 12017/30/2007-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 29 मई, 2013

का.आ. 2248.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (4) खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, और दिनांक 3-05-2010 के मंत्रालय की सम्पर्यक अधिसूचना के अधिक्रमण में एतद्वारा उक्त अधिनियम की अनुसूची के भाग-III में निम्नलिखित संशोधन करती है, अर्थात् :-

दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-III में, क्रम संख्या 98 के समक्ष कॉलम 1, 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :—

“ 99 लोवा विश्वविद्यालय,
यू.एस. ए

भारतीय विश्वविद्यालयों द्वारा दी जाने वाली
एम.डी.एस (पब्लिक हेल्थ डेंटिस्ट्री) के
समकक्ष स्नातकोत्तर डिग्री (एम एस)
(यदि 19-12-1997 को या उसके
बाद प्रदान की गई)

स्नातकोत्तर डिग्री (एम एस), लोवा
विश्वविद्यालय, यू.एस. ए.”

[फा. सं. वी. 12018/02/2007-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 29th May, 2013

S.O. 2248.—In exercise of the powers conferred by clause (b) Sub-section(4) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India and in supersession of this Ministry's Notification of even no. dated, 3-5-2010, hereby, makes the following further amendments in Part-III of the Schedule to the said Act, namely:-

Under the existing entries of column 1, 2 & 3 after Serial No. 98 in Part-III of the Schedule to the Dentists Act, 1948 (16 of 1948) the following entries shall be added, namely :—

“99. University of Iowa, USA	Master Degree (MS) equivalent to MDS (Public Health Dentistry) awarded by Indian Universities. (If granted on or after 19-12-1997)	Master Degree (MS), University of Iowa, USA.”
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[F. No. V. 12018/02/2007-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 4 जुलाई, 2013

का.आ. 2249.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

चौ. चरण सिंह विश्वविद्यालय, मेरठ द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 56 के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएगी :—

“ V कृष्ण डेंटल कॉलेज, गाजियाबाद (उत्तर प्रदेश)

(i) बैचलर ऑफ डेंटल सर्जरी (यदि केवल शैक्षणिक सत्र 2008-09 के दौरान प्रवेश लेने वाले बी.डी. एस. छात्रों को प्रदान की गई)	बी.डी.एस., चौ. चरण सिंह विश्वविद्यालय, मेरठ ।”
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[फा. सं. वी. 12017/22/2004-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 4th July, 2013

S.O. 2249.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

In the existing entries of column 2 & 3 against Serial No. 56, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Ch. Charan Singh University, Meerut, the following entries shall be inserted thereunder :—

“ V Krishna Dental College, Ghaziabad (Uttar Pradesh)

(i) Bachelor of Dental Surgery (if granted to the BDS students admitted during the academic session 2008-09 only)	BDS, Ch. Charan Singh University, Meerut”
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[F. No. V. 12017/22/2004-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 24 जुलाई, 2013

का.आ. 2250.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

डॉ. एन.टी.आर स्वास्थ्य विज्ञान, विजयवाड़ा, आन्ध्र प्रदेश द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, श्री वेंकेटा साई इंस्टीट्यूट ऑफ डेंटल साइंस, महबूबनगर, आन्ध्र प्रदेश के सम्बंध में क्रम संख्या 50 के XII(क) के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में ‘मास्टर ऑफ डेंटल सर्जरी’ शीर्षक के अन्तर्गत निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :-

“कन्सर्वेटीव डॉटिस्ट्री एंड एंडोडोटिक्स	एम डी एस (कन्सर्वेटीव डॉटिस्ट्री), डॉ. एन.टी.आर
(यदि 26-04-2013 को या उसके बाद प्रदान की गई)	स्वास्थ्य विज्ञान, विजयवाड़ा
पेरियोडोंटोलॉजी	एम डी एस (पेरियो), डॉ. एन.टी.आर स्वास्थ्य विज्ञान,
(यदि 26-04-2013 को या उसके बाद प्रदान की गई)	विजयवाड़ा”

[फा. सं. वी. 12017/29/2008-डीई]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 24th July, 2013

S.O. 2250.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

2. In the existing entries of column 2 & 3 against XII (a) of Serial No. 50, in respect of Sri Venkata Sai Institute of Dental Sciences, Mahabubnagar, Andhra Pradesh, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries under the heading “Master of Dental Surgery” inserted thereunder :—

“ Conservative Dentistry & Endodontics (if granted on or after 26th April 2013)	MDS (Cons. Den.), Dr. NTR University of Health Sciences, Vijayawada
Periodontology (if granted on or after 26th April 2013)	MDS (Perio.), Dr. NTR University of Health Sciences, Vijayawada”

[F. No. V. 12017/29/2008-DE]
ANITA TRIPATHI, Under Secy.

नई दिल्ली, 29 जुलाई, 2013

का.आ. 2251.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलौर कर्नाटक द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, के.वी.जी.डेंटल कॉलेज एंड हॉस्पिटल, सुलिया, कर्नाटक के सम्बंध में क्रम संख्या 49 के VIII के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में ‘मास्टर ऑफ डेंटल सर्जरी’ शीर्षक के अन्तर्गत निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :-

पेरियोडोंटोलॉजी	यदि एम डी एस (पेरियो), राजीव गांधी स्वास्थ्य विज्ञान
(यदि 25-05-2013 को या उसके बाद प्रदान की गई)	विश्वविद्यालय, बैंगलौर कर्नाटक

[फा. सं. वी. 12017/15/2008-डीई]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 29th July, 2013

S.O. 2251.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against VIII of Serial No. 49, in respect of K.V.G. Dental College & Hospital, Sullia, Karnataka, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka, the following entries under the heading “Master of Dental Surgery” shall be inserted thereunder :—

Periodontology (if granted on or after 25-5-2013)	MDS (Perio.), Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka”
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[F. No. V. 12017/15/2008-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 29 जुलाई, 2013

का.आ. 2252.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

2. श्री हसनबा दंत चिकित्सा महाविद्यालय एवं अस्पताल, हसन, कर्नाटक के लिए राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलुरु, कर्नाटक द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 49 के XXIII के सामने कॉलम 2 एवं 3 की मौजूदा प्रविष्टियों में ‘मास्टर ऑफ डेंटल सर्जरी’ शीर्षक के तहत निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएगी :—

प्रोस्थोडॉन्टिक्स एंड क्राउन एंड ब्रिज (यदि 25-05-2013 को या उसके बाद प्रदान की गई)	एम डी एस (प्रोस्थो), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलुरु,
ओरल पैथोलोजी एंड माइक्रोबॉयलोजी (यदि 25-05-2013 को या उसके बाद प्रदान की गई)	एम डी एस (ओरल पैथ.), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलुरु,
ओरल मेडिसिन एंड रेडियोलॉजी (यदि 25-05-2013 को या उसके बाद प्रदान की गई)	एम डी एस (ओरल मेडि.), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलुरु,

[फा. सं. वी. 12017/117/2005-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 29th July, 2013

S.O. 2252.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against XXIII of Serial No. 49, in respect of Sri Hasanamba Dental College & Hospital, Hassan, Karnataka, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka, the following entries under the heading “Master of Dental Surgery” shall be inserted thereunder :—

“ Prosthodontics and Crown & Bridge granted on or after 25th May 2013)	MDS (Prostho), Rajiv Gandhi University of Health Sciences, (if Bangalore,
Oral Pathology & Microbiology (if granted on or after 25th May 2013)	MDS (Oral Path), Rajiv Gandhi University of Health Sciences Bangalore,
Oral Medicine & Radiology (if granted on or after 25th May 2013)	MDS (Oral Med.), Rajiv Gandhi University of Health Sciences Bangalore,

[F. No. V. 12017/117/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 30 जुलाई, 2013

का.आ. 2253.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

सुधा रस्तोगी कॉलेज ऑफ डेंटल साईंसिस एंड रिसर्च, फरीदाबाद के समक्ष पंडित बी.डी शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 84 के समक्ष कॉलम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतः स्थापित की जाएगी :—

“मास्टर ऑफ डेंटल सर्जरी
पैडोंटोक्स एंड प्रीवेंटिव डेंटीस्ट्री

एम डी एस (पैडो.), पंडित बी.डी. शर्मा स्वास्थ्य विज्ञान विश्वविद्यालय, रोहतक”

(यदि 11-05-2013 को या उसके बाद प्रदान की गई)

[फा. सं. वी. 12017/27/2008-डीई]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 30th July, 2013

S.O. 2253.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 84, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Pt. B.D. Sharma University of Health Sciences Rohtak, against Sudha Rustagi College of Dental Sciences & Research Faridabad, the following entries shall be inserted thereunder :—

“ Master of Dental Surgery

Paedodontics and Preventive Dentistry
(if granted on or after 11th May 2013)

MDS (Paedo), Pt. B. D. Sharma University of Health Sciences Rohtak”

[F.No. V.12017/27/2008-DE]

ANITA TRIPATHI, Under Secy..

नई दिल्ली, 30 जुलाई, 2013

का.आ. 2254.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

2. डॉ. भीमराव अम्बेडकर विश्वविद्यालय, आगरा द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 58 के समक्ष कॉलम 2 एवं 3 की मौजूदा प्रविष्टियों में बाबू बनारसी दास दंत चिकित्सा विज्ञान महाविद्यालय लखनऊ के सामने निम्नलिखित प्रविष्टियां अंतः स्थापित की जाएगी :—

मास्टर ऑफ डेंटल सर्जरी

- (i) ओरल मेडिसिन एंड रेडियोलॉजी
(यदि 30-08-2011 को या उसके बाद प्रदान की गई)
- (ii) पीडोडॉन्टिक्स एंड प्रीवेंटिव डेंटिस्ट्री
(यदि 1-09-2011 को या उसके बाद प्रदान की गई)
- (iii) पब्लिक हैल्थ डेंटिस्ट्री
(यदि 30-08-2011 को या उसके बाद प्रदान की गई)
- (iv) ओरल पैथोलॉजी एंड माइक्रोबायोलॉजी
(यदि 30-08-2011 को या उसके बाद प्रदान की गई)

एम डी एस (ओरल मेडि.), डॉ. बी. आर. अम्बेडकर विश्वविद्यालय, आगरा
एम डी एस (पीडो.), डॉ. बी. आर. अम्बेडकर विश्वविद्यालय, आगरा
एम डी एस (जन. स्वास्थ्य), डॉ. बी. आर. अम्बेडकर विश्वविद्यालय, आगरा
एम डी एस (ओरल पैथो), डॉ. बी. आर. अम्बेडकर विश्वविद्यालय, आगरा”

[फा. सं. वी. 12017/75/2005-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 30th July, 2013

S.O. 2254.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

2. In the existing entries of column 2 & 3 against Serial No. 58, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. Bhim Rao Ambedkar University, Agra, against Babu Banarsi Das College of Dental Sciences Lucknow the following entries shall be inserted thereunder :—

“Master of Dental Surgery”

(i) Oral Medicine & Radiology (if granted on or after 30th August, 2011)	MDS (Oral Med.), Dr. B. R. Ambedkar University Agra
(ii) Paedodontics and Preventive Dentistry (if granted on or after 1st Sep. 2011)	MDS (Paedo), Dr. B. R. Ambedkar University Agra
(iii) Public Health Dentistry (if granted on or after 30th August, 2011)	MDS (Pub Health), Dr. B. R. Ambedkar University Agra
(iv) Oral Pathology & Microbiology (if granted on or after 30th August, 2011)	MDS (Oral Path), Dr. B. R. Ambedkar University Agra”

[F. No. V. 12017/75/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 30 जुलाई, 2013

का.आ. 2255.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

हिमाचल प्रदेश विश्वविद्यालय, शिमला द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 52 के समक्ष कॉलम 2 एवं 3 की मौजूदा प्रविष्टियों में भोजिया दंत चिकित्सा महाविद्यालय एवं अस्पताल, सोलन के सामने निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :-

“मास्टर ऑफ डेंटल सर्जरी
कंजर्वेटिव डॉटिस्ट्री एंड एंडोडोन्टिक्स

एम डी एस (कंज. डॉटिस्ट्री), हिमाचल प्रदेश विश्वविद्यालय, शिमला”

(यदि 28-05-2013 को या उसके बाद प्रदान की गई)

[फा. सं. वी. 12017/126/2005-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 30th July, 2013

S.O. 2255.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

2. In the existing entries of column 2 & 3 against Serial No. 52, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Himachal Pradesh University Shimla, against Bhojia Dental College & Hospital, Sloan, the following entries shall be inserted thereunder :—

“Master of Dental Surgery

Conservative Dentistry and Endodontics
(if granted on or after 28-5- 2013)

MDS (Cons. Dentistry), Himachal Pradesh University Shimla”

[F. No. V. 12017/126/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 30 जुलाई, 2013

का.आ. 2256.—केंद्र सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

कर्नावती स्कूल ऑफ डेंटीस्ट्री गांधीनगर के सम्बंध में गुजरात विश्वविद्यालय, गुजरात द्वारा प्रदत्त दंत चिकित्सा डिप्रियों की मान्यता के लिए दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 19 के समक्ष कॉलम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएगी :—

“मास्टर ऑफ डेंटल सर्जरी

पेरियोडोटोलॉजी

एम डी एस (पेरियो), गुजरात विश्वविद्यालय, अहमदाबाद

(यदि 18-04-2013 को या उसके बाद प्रदान की गई)

प्रोस्थोडोटिक्स एंड क्राउन एंड ब्रिज

एम डी एस (प्रोस्थो), गुजरात विश्वविद्यालय, अहमदाबाद

(यदि 23-04-2013 को या उसके बाद प्रदान की गई)

ओरल मेडिसिन एंड रेडियोलॉजी

एम डी एस (ओरल मेडिसिन), गुजरात विश्वविद्यालय, अहमदाबाद”

(यदि 20-04-2013 को या उसके बाद प्रदान की गई)

[फा. सं. वी. 12017/28/2009-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 30th July, 2013

S.O. 2256.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 19, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Gujarat University, Gujarat, against Karnavati School of Dentistry, Gandhinagar, the following entries shall be inserted thereunder :—

“Master of Dental Surgery

- Periodontology

MDS (Perio.), Gujarat University, Ahmedabad

(if granted on or after 18-4- 2013)

- Prosthodontics and Crown & Bridge

MDS (Prostho.), Gujarat University, Ahmedabad

(if granted on or after 23-4- 2013)

- Oral Medicine & Radiology

MDS (Oral Med.), Gujarat University, Ahmedabad”

(if granted on or after 20-4- 2013)

[F. No. V. 12017/28/2009-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 30 जुलाई, 2013

का.आ. 2257.—केंद्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

2. तीर्थन्कर महावीर डेंटल कॉलेज एंड रिसर्च केंद्र, मुरादाबाद के लिए तीर्थन्कर महावीर विश्वविद्यालय, मुरादाबाद द्वारा प्रदत्त दंत चिकित्सा डिप्लियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 111 के समक्ष कॉलम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएँगी :-

“मास्टर ऑफ डेंटल सर्जरी

कंजरवेटिव डेंटिस्ट्री एंड एंडोडोन्टिक्स (यदि 22-02-2012 को या उसके बाद प्रदान की गई)	एम डी एस (कंजरवेटिव डेंटिस्ट्री), तीर्थन्कर महावीर विश्वविद्यालय, मुरादाबाद
ओरल मेक्सिलोफेशियल सर्जरी (यदि 22-02-2012 को या उसके बाद प्रदान की गई)	एम डी एस (ओरल मेक्सिलोफेशियल सर्जरी), तीर्थन्कर महावीर विश्वविद्यालय, मुरादाबाद
ओरल मेडिसिन एंड रेडियोलोजी (यदि 22-02-2012 को या उसके बाद प्रदान की गई)	एम डी एस (ओरल मेडिसिन), तीर्थन्कर महावीर विश्वविद्यालय, मुरादाबाद”

[फा. सं. वी. 12017/36/2009-डीई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 30th July, 2013

S.O. 2257.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 111, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Teerthanker Mahaveer University Moradabad, against Teerthanker Mahabaeer Dental College & Research Centre, Moradabad, the following entries shall be inserted thereunder :—

“Master of Dental Surgery

Conservative Dentistry and Endodontics (if granted on or after 22-2- 2012)	MDS (Cons. Dentistry), Teerthanker Mahaveer University, Moradabad
Oral & Maxillofacial Surgery (if granted on or after 22-2- 2012)	MDS (Oral & Max. Sur.), Teerthanker Mahaveer University, Moradabad
Oral Medicine & Radiology (if granted on or after 22-2- 2012)	MDS (Oral Med.), Teerthanker Mahaveer University, Moradabad”

[F. No. V. 12017/36/2009-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 31 जुलाई, 2013

का.आ. 2258.—केंद्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

2. डॉ. एन.टी.आर. स्वास्थ्य विज्ञान, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के सम्बंध में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, सैंट जोसफ डेंटल कॉलेज दुग्गिराला, एलुरु, आंध्र प्रदेश के सम्बंध में क्रम संख्या 50 के IX के समक्ष कॉलम 2 एवं 3 की मौजूदा प्रविष्टियों में ‘मास्टर आफ डेंटल सर्जरी’ शीर्षक के अंतर्गत निम्नलिखित प्रविष्टियाँ अंतःस्थापित की जाएगी :-

कंजर्वेटिव डेंटिस्ट्री एंड एंडोडोटिक्स
(यदि 26-04-2013 को या उसके बाद प्रदान की गई)

एम डी एस (कंजर्वेटिव डेंटिस्ट्री), डॉ. एन.टी.आर स्वास्थ्य विज्ञान, विजयवाड़ा

[फा. सं. वी. 12017/15/2007-डीई]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 2258.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against IX Serial No. 50, in respect of St. Joseph Dental College, Duggirala, Eluru, Andhra Pradesh, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. N.T.R. University of Health Sciences, Vijayawada, Andhra Pradesh, The following entries under the heading “Master of Dental Surgery” shall be inserted thereunder :—

Conservative Dentistry and Endodontics
(if granted on or after 26-04- 2013)

MDS (Cons. Dent.), Dr. N.T.R. University of Health Sciences, Vijayawada

[F. No. V. 12017/15/2007-DE]

ANITA TRIPATHI, Under Secy.

नई स्कूली, 31 जुलाई, 2013

का.आ. 2259.—केंद्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :—

2. डॉ. डी.वाय. पाटिल विद्यापीठ, पिंपरी, पुणे, महाराष्ट्र द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के सम्बंध में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, डॉ. डी.वाय. पाटिल डेंटल कॉलेज एंड हॉस्पिटल, पिंपरी, पुणे, महाराष्ट्र के सम्बंध में क्रम संख्या 91 के समक्ष कॉलम 2 एवं 3 की मौजूदा प्रविष्टियों में ‘मास्टर ऑफ डेंटल सर्जरी’ शीर्षक के अंतर्गत निम्नलिखित प्रविष्टियाँ अंतःस्थापित की जायेगी :—

पेरियोडोटोलोजी
(यदि 26-04-2013 को या उसके बाद प्रदान की गई)

एम डी एस (पेरियो), डॉ. डी. वाय. पाटिल विद्यापीठ, पिंपरी, पुणे, महाराष्ट्र

[फा. सं. वी. 12017/30/2008-डीई(पार्ट)]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 2259.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 91, in respect of Dr. D.Y. Patil Dental College & Hospital, Pimpri, Pune, Maharashtra, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr.D.Y. Patil Vidyapeeth, Pimpri, Pune, Maharashtra, the following entries under the heading “Master of Denial Surgery” shall be inserted thereunder :—

Periodontology

MDS(Perio.), Dr.D.Y. Patil Vidyapeeth, Pimpri, Pune, Maharashtra

(if granted on or after 26-04- 2013)

[F. No. V.12017/30/2008-DE(Pt.)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 31 जुलाई, 2013

का.आ. 2260.—केंद्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलूरु कर्नाटक द्वारा प्रदत्त दंत चिकित्सा डिप्लियों की मान्यता के लिए दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, ए.जे. दंत विज्ञान संस्थान, मैंगलोर, कर्नाटक के सम्बंध के क्रम संख्या 49 के XXXIX के समक्ष कालम 2 व 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जायेंगी :-

“स्नात्कोत्तर डिप्लोमा”

ओर्थोडोटिक्स एंड डेंटोफेशियल ओर्थोपेडिक्स
(यदि 28-05-2013 को या उसके बाद प्रदान की गई)
प्रोस्थोडोटिक्स एंड क्राउन एंड ब्रिज
(यदि 28-05-2013 को या उसके बाद प्रदान की गई)
कंजरवेटिव डॉटिस्ट्री एंड एंडोडोटिक्स
(यदि 28-05-2013 को या उसके बाद प्रदान की गई)

पी. जी. डिप्लोमा(ओर्थो), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बैंगलोर
पी.जी. डिप्लोमा (प्रोस्थो), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय,
बैंगलोर
पी.जी. डिप्लोमा (कंजरवेटिव डॉटिस्ट्री), राजीव गांधी स्वास्थ्य विज्ञान
विश्वविद्यालय, बैंगलोर

[फा. सं. वी. 12017/20/2010-डीई]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 2260.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against XXXIX of Serial No. 49, in respect of A.J. Institute of Dental Sciences, Mangalore, Kanrataka, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka, the following entries shall be inserted thereunder :—

“Postgraduate Diploma”

Orthodontics & Dentofacial Orthopaedics (if granted on or after 28-05-2013)	PG Diploma (Ortho.), Rajiv Gandhi University of Health Sciences, Bangalore
Prosthodontics and Crown and Bridge (if granted on or after 28-05- 2013)	PG Diploma (Prostho.), Rajiv Gandhi University of Health Sciences, Bangalore
Conservative Dentistry and Endodontics (if granted on or after 28-05- 2013)	PG Diploma (Cons. Dent.), Rajiv Gandhi University of Health Sciences,Bangalore

[F. No. V.12017/20/2010-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 31 जुलाई, 2013

का.आ. 2261.—केंद्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

(2) श्री रामकृष्ण डेंटल कॉलेज एंड अस्पताल, कोयम्बूरु के लिए दि तमिलनाडु डॉ. एम.जी.आर. चिकित्सा विश्वविद्यालय, चेन्नै द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 34 के सामने कालम 2 एवं 3 की मौजूदा प्रविष्टियों में “मास्टर ऑफ डेन्टल सर्जरी” शीर्षक के तहत निम्नलिखित प्रविष्टियां अंतः स्थापित की जाएंगी :-

ओर्थोडोटिक्स एंड डेंटोफेशल ओर्थोपेडिक्स (यदि 26-10-2012 को या उसके बाद प्रदान की गई)	एम.डी.एस., (ओर्थो), दि तमिलनाडु डॉ. एम.जी.आर. चिकित्सा विश्वविद्यालय, चेन्नै
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[फा. सं. वी. 12017/7/2006-डीई]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 2261.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

2. In the existing entries of column 2 & 3 against of Serial No. 34 in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by The Tamil Nadu Dr. M.G.R. Medical University, Chennai, the following entries in respect of Sri Ramakrishna dental College & Hospital, Coimbatore under the heading “Master of Dental Surgery” shall be inserted :—

“Orthodontics & Dentofacial Orthopaedics (if granted on or after 26-10-2012)	MDS, (Ortho), The Tamil Nadu Dr. M.G.R. Medical University, Chennai
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[F. No. V. 12017/7/2006-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 31 जुलाई, 2013

का.आ. 2262.—केंद्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है, अर्थात् :-

2. ममता डेंटल कॉलेज, खम्माम, आंध्र प्रदेश के लिए डॉ. एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्रा प्रदेश द्वारा प्रदत्त दंत चिकित्सक डिग्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 50 के VI के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :-

“स्नातकोत्तर डिप्लोमा” (यदि 26-04-2013 को या उसके बाद प्रदान की गई)	स्नातकोत्तर डिप्लोमा (ओरल पैथोलोजी), डॉ. एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा,
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[फा. सं. वी. 12017/51/2006-डीई(पाट)]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 2262.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

2. In the existing entries of column 2 & 3 against VI of Serial No. 50, in respect of Mamata Dental College, Khammam, Andhra Pradesh, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder :-

“Postgraduate Diploma”

Oral Pathology & Microbiology
(If granted on or after 26-04-2013)

PG Diploma (Oral Path.), Dr. N.T.R.
University of Health Sciences, Vijayawada”

[F.No. V. 12017/51/2006-DE(Pt.)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 31 जुलाई, 2013

का.आ. 2263.—केंद्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :-

के. एल. ई. इंस्टीट्यूट ऑफ डेंटल साईंसेज, बैंगलूर के लिए राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, कर्नाटक द्वारा प्रदत्त डेंटल डिप्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 49 के XVII के सामने कालम 2 एवं 3 की मौजूदा प्रविष्टियों में “मास्टर ऑफ डेंटल सर्जरी” शीर्षक के तहत निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :-

पीडोडोंटिक्स एंड प्रिवेटिव डॉंटिस्ट्री (यदि 22-05-2013 को या उसके बाद प्रदान की गई)	एम डी एस (पीडो), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, (आर जी यू और एच एस), बैंगलूर
पेरियोडोंटोलॉजी (यदि 22-05-2013 को या उसके बाद प्रदान की गई)	एम डी एस (पेरियो), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, (आर जी यू और एच एस), बैंगलूर
कंजरवेटिव डॉंटिस्ट्री एंड एंडोडोंटिक्स (यदि 22-05-2013 को या उसके बाद प्रदान की गई)	एम डी एस (कंजरवेटिव डॉंटिस्ट्री), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, (आर जी यू और एच एस), बैंगलूर

[फा. सं. वी. 12017/52/2006-डीई(पार्ट)]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 31st July, 2013

S.O. 2263.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

2. In the existing entries of column 2 & 3 against XVII of Serial No. 49, in respect of K.L.E.’s Institute of Dental Sciences, Bangalore, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences, Bangalore, the following entries under the heading “Master of Dental Surgery” shall be inserted thereunder :-

Paedodontics and Preventive Dentistry (If granted on or after 22-05-2013)	MDS (Peado), Rajiv Gandhi University of Health Sciences (RGUOHS), Bangalore
Periodontology (If granted on or after 22-05-2013)	MDS (Perio), Rajiv Gandhi University of Health Sciences (RGUOHS), Bangalore
Conservative Dentistry & Endodontics (If granted on or after 22-05-2013)	MDS (Cons. Dent), Rajiv Gandhi University of Health Sciences (RGUOHS), Bangalore

[F.No. V. 12017/52/2006-DE(Pt.)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 21 अगस्त, 2013

का.आ. 2264.—केंद्र सरकार, दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस मंत्रालय की दिनांक 31-7-2013 की समसंख्यक अधिसूचना के अधिक्रमण में, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के बाद, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-I में निम्नलिखित संशोधन करती है, अर्थात् :-

ममता डेंटल कॉलेज, खम्माम, आंध्र प्रदेश के लिए डॉ. एन.टी.आर. स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश द्वारा प्रदत्त दंत चिकित्सा डिग्रियों की मान्यता के सम्बंध में दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में, क्रम संख्या 50 के VI के समक्ष कालम 2 एवं 3 की मौजूदा प्रविष्टियों में “मास्टर ऑफ डेंटल सर्जरी” शीर्षक के तहत निम्नलिखित प्रविष्टियां अंतःस्थापित की जाएंगी :-

ओरल पैथोलोजी एंड माइक्रोबायोलोजी
(यदि 26-04-2013 को या उसके बाद प्रदान की गई)

एम.डी.एस. (ओरल पैथोलोजी), डॉ. एन.टी.आर. स्वास्थ्य विज्ञान
विश्वविद्यालय, विजयवाडा, आंध्र प्रदेश

[फा. सं. वी. 12017/51/2006-डीई(पार्ट)]
अनीता त्रिपाठी, अवर सचिव

New Delhi, the 21st August, 2013

S.O. 2264.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India and in supersession to this Ministry's Notification of even No. dated 31-07-2013, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:-

2. In the existing entries of column 2 & 3 against VI of Serial No. 50, in respect of Mamata Dental College, Khammam, Andhra Pradesh, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries under the heading “Master of Dental Surgery” shall be inserted :-

Oral Pathology & Microbiology (If granted on or after 26-04-2013)	MDS (Oral Path.), Dr. N.T.R. University of Health Sciences, Vijayawada
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[F.No. V. 12017/51/2006-DE(Pt.)]
ANITA TRIPATHI, Under Secy.

कृषि मंत्रालय

(कृषि अनुसंधान एवं शिक्षा विभाग)

नई दिल्ली, 1 अक्टूबर, 2013

का.आ. 2265.—केन्द्रीय सरकार कृषि मंत्रालय, कृषि अनुसंधान एवं शिक्षा विभाग, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उपनियम (4) के अनुसरण में केन्द्रीय मात्रिकी शिक्षा संस्थान, मुम्बई (भा.कृ.अ.प.) के निम्नलिखित केन्द्रों को जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है:

- (1) केन्द्रीय मात्रिकी शिक्षा संस्थान का पवारखेड़ा केन्द्र, जिला-हौशंगाबाद, मध्य प्रदेश
- (2) केन्द्रीय मात्रिकी शिक्षा संस्थान का कोलकाता केन्द्र, साल्ट लेक सिटी, कोलकाता, प. बंगाल।

[फा. सं. 13-10/2009-हिंदी/271-05]
रेखा आनन्द, अवर सचिव

MINISTRY OF AGRICULTURE (Department of Agriculture Research and Education)

New Delhi, the 1st October, 2013

S.O. 2265.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976, the Central Government, Ministry of Agriculture, Department of Agricultural Research and Education hereby notifies the following Centre of Central Institute of Fisheries Education (ICAR) Mumbai where more than 80% of staff have acquired the working knowledge of Hindi :

- (1) CIFE Powarkhera Centre, Distt. Hoshangabad, Madhya Pradesh
- (2) CIFE Kolkata Centre, Salt Lake City, Kolkata, W.B.

[F.No.13-10/2009-Hindi/271-05]
REKHA ANAND, Under Secy.

उपभोक्ता मामले, खाद्य एवं सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक व्यूरो)

नई दिल्ली, 4 सितम्बर, 2013

का.आ. 2266.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के उप-विनियम 4 के उप-विनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं, को लाइसेंस प्रदान किए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस नं.	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भारतीय मानक सं.	भाग	अनु.	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	5691280	2-07-2013	गोदावरी इंडस्ट्रीज, कालुंगा, राऊरकेला, जिला -सुंदरगढ़ ओडिशा - 770031	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा)	14543	0	0	2004
2.	5693082	15-07-2013	महावीर ज्वेलरी प्लॉट नं. 1427, जगन्नाथ नगर, जीजीपी कॉलोनी, रसुलगढ़ भुवनेश्वर, जिला -खुर्द ओडिशा - 751025	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
3.	5694185	16-07-2013	नीलाचल इस्पात निगम लिमिटेड कलिंगा नगर इंडस्ट्रियल कॉम्प्लेक्स, डुबुरी, जिला - जाजपुर, ओडिशा - 755026	सामान्य संरचना इस्पात हेतु पुनर्वेल्लन के लिए कार्बन ढलवाँ इस्पात बिलेट इंगट, बिलेट, ब्लूम एवं स्लैब- विशिष्टि	2830	0	0	2012
4.	5694286	18-07-2013	ऐटलस पीवीसी पाईप्स (प्रा.)लि. पातपुर, पोस्ट- ब्राह्मणीगाँव, पी.एस.- बारंग, जिला - कटक, ओडिशा- 754005	पेयजल आपूर्ति के लिए अप्लास्टिकूत पीवीसी पाईप- विशिष्टि	4985	0	0	2000
5.	5695288	23-07-2013	कोलकाता वेयर इंडस्ट्रीज लि., ग्राम-गोरगोरिया, पोस्ट-आगरिया, पी.एस.-बैसिंगा, जिला -मयूरभंज, ओडिशा - 757025	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा)	14543	0	0	2004
6.	5695389	24-07-2013	वर्षा ज्वेलरी शॉप नं 14 एवं 15 (ऊपरी मजिला), म्यूनिसपलटी मार्केट, सी ब्लाक, पोस्ट- मेडिकल स्क्वायर, पी.एस.-ग्रैंड रोड, पुरी, ओडिशा	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
7.	5695490	24-07-2013	ससमिता ज्वेलरी वर्क्स प्लॉट नं. 433, लक्ष्मीसागर, भुवनेश्वर, जिला -खुर्दा ओडिशा - 751006	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
8.	5695591	24-07-2013	न्यू महालक्ष्मी अलंकार पी.एस.- खुनता, जिला - मयूरभंज ओडिशा - 757019	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
9.	5695187	24-07-2013	सूदर्शन बसंती बैवरिज्स, आलीशी शासन, बालीपाटना, जिला - खुर्दा, ओडिशा - 752102	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा)	14543	0	0	2004
10.	5695692	26-07-2013	श्री साईराम ड्रिंग्स, पुरुषोत्तमपुर, पोस्ट-मार्शांघाई जिला - केन्द्रापड़ा, ओडिशा - 754213	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा)	14543	0	0	2004
11.	5696189	26-07-2013	जिंदल स्टील एण्ड पॉवर लि., ग्राम- निशा, एस एच - 63, चौंडिपदा रोड, जिला - आंगुल, ओडिशा - 759111	दाब पत्र एवं बॉयलर के लिए मध्यवर्ती और उच्च तापमान सेवाओं हेतु इस्पात की प्लेट	2002	0	0	2009
12.	5696694	26-07-2013	बजरंग स्टील एण्ड एलौइज़ लि. प्लॉट नं. 31, गोइभंगा, पोस्ट- कालुंगा, राउरकेला, जिला - सुंदरगढ़, ओडिशा - 770031	संरचना इस्पात (साधारण गुणता) के पुनर्वैल्लन हेतु कार्बन ढलवाँ इस्पात इंगट, बिलेट, ब्लूम एवं स्लैब— विशिष्टि	2831	0	0	2012
13.	5696795	26-07-2013	रेक्सॉन स्ट्रिप्स लिमिटेड कुमाकेला, पोस्ट- लाठिकटा, राजगंगपुर, जिला - सुंदरगढ़, ओडिशा - 770037	संरचना इस्पात (साधारण गुणता) के पुनर्वैल्लन हेतु कार्बन ढलवाँ इस्पात इंगट, बिलेट, ब्लूम एवं स्लैब— विशिष्टि	2831	0	0	2012
14.	5696896	26-07-2013	विशाल फेरो एलौइज़ लि. प्लॉट नं. 1562/2565, बालंडा, पोस्ट- कालुंगा, राउरकेला, जिला - सुंदरगढ़, ओडिशा - 770031	संरचना इस्पात (साधारण गुणता) के पुनर्वैल्लन हेतु कार्बन ढलवाँ इस्पात इंगट, बिलेट, ब्लूम एवं स्लैब— विशिष्टि	2831	0	0	2012
15.	5696997	26-07-2013	श्री राधा कृष्णा इस्पात प्रा. लि. प्लॉट नं. 19, ग्राम-गोइभंगा, पोस्ट- कालुंगा, राउरकेला, जिला - सुंदरगढ़, ओडिशा - 770031	संरचना इस्पात (साधारण गुणता) के पुनर्वैल्लन हेतु कार्बन ढलवाँ इस्पात इंगट, बिलेट, ब्लूम एवं स्लैब— विशिष्टि	2831	0	0	2012

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
16.	5700457	31-07-2013	नीलाचल इस्पात निगम लिमिटेड कलिंगा नगर इंडस्ट्रियल कॉम्प्लेक्स, दुबुरी, जिला - जाजपुर, ओडिशा - 755026	संरचना इस्पात (साधारण गुणता) के पुनर्वैलन हेतु कार्बन ढलवाँ इस्पात इंगट, बिलेट, ब्लूम एवं स्लैब - विशिष्टि	2831	0	0	2012
17.	5701358	31-07-2013	ओ सी एल आइन एण्ड स्टील लि. प्लॉट नं. 40/1139, 34/968, लामलोई, राजगंगपुर, जिला - सुंदरगढ़, ओडिशा - 770017	संरचना इस्पात (साधारण गुणता) के पुनर्वैलन हेतु कार्बन ढलवाँ इस्पात इंगट, बिलेट, ब्लूम एवं स्लैब - विशिष्टि	2831	0	0	2012
18.	5698395	2-08-2013	मुणाल बैवरिज्स, सेरेन्डा, भद्राशहाही, बरबिल जिला - कियोंझार, ओडिशा - 758035	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरिल जल के अलावा)	14543	0	0	2004
19.	5699094	6-08-2013	पार्वती ज्वेलर्स तीनीमुहारी, केन्द्रपरा, ओडिशा - 754211	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
20.	5699195	6-08-2013	प्रदीप अंलकार जेमादईपुर, पोस्ट- नुआपाटना, पी.एस.-तीगीरिया, जिला - कटक ओडिशा - 754035	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
21.	5699296	6-08-2013	श्री जगन्नाथ ज्वेलरी उत्तरेश्वर, फेस्ट पी.एस.-सोरो, जिला - बालेश्वर, ओडिशा - 756045	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
22.	5699397	6-08-2013	के डी एम ज्वेलर्स वी एस एस नगर, बदावाड़ी छाक, प्लॉट नं. जी - 43 पोस्ट- पी.एस.-शहीद नगर, भुवनेश्वर, जिला - खुर्दा, ओडिशा - 751007	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
23.	5702158	7-08-2013	पटनायक स्टील्स एण्ड एलॉज लि. ग्राम-पुरुनापानी (नयागढ़), पोस्ट- दुबना, जिला - कियोंझार, ओडिशा - 758034	सामान्य संरचना इस्पात हेतु पुनर्वैलन के लिए कार्बन ढलवाँ इस्पात इंगट, बिलेट, ब्लूम एवं स्लैब- विशिष्टि	2830	0	0	2012
24.	5705063	7-08-2013	कृष्णा प्लास्ट पाईप्स प्रा.लि. इंडस्ट्रियल एस्टेट, रेलवे स्टेशन रोड, बारगढ़, ओडिशा - 768028	सिंचाई उपस्कर-स्प्रिंकलर पाइप-विशिष्टि भाग 2 सहज संयोजी पालीएथिलीन पाइप तथा फिटिंग्स	14151	2	0	2008

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
25.	5704061	12-08-2013	बिनायक एल्युमिनियम (प्रा.) लि. पिटवा एल्युमिनियम के एन एच-5, बंडलो, कोयशाही, बर्तन की विशिष्टि जिला - कटक ओडिशा - 754022		1660	0	0	2009
26.	5702259	13-08-2013	राणा ज्वेलरी सहदेव खुंता, वार्ड-बी ए-सी, बालेश्वर, ओडिशा - 756001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
27.	5703867	13-08-2013	जी एस एफ पाइप प्लॉट नं. 934, तंतीटोला, झारतरंग कालुंगा, राउरकेला, जिला - सुंदरगढ़, ओडिशा	खोखले इस्पात के खंड संचवनात्मक प्रयोग के लिये - विशिष्टि	4923	0	0	1997
28.	5703968	13-08-2013	जी एस एफ पाइप प्लॉट नं. 934, तंतीटोला, झारतरंग कालुंगा, राउरकेला, जिला - सुंदरगढ़, ओडिशा	पट्टा कनवेयर के लिए आइडलर हेतु इस्पात की ट्यूब की विशिष्टि	9295	0	0	1983
29.	5707774	13-08-2013	श्याम मेटालिक्स एण्ड इन्जिलि. ग्राम-पांडोली, पोस्ट-लापंगा, तहसील -रेंगाली, जिला - संबलपुर, ओडिशा-768212	खोखले इस्पात के खंड संचवनात्मक प्रयोग के लिये - विशिष्टि	4923	0	0	1997
30.	5704162	14-08-2013	ऊँ ज्वेलर्स शर्मा छाक, तालचर, जिला-ऑगुल ओडिशा	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
31.	5704263	14-08-2013	मॉ ज्वेलर्स औगलापडा, प्लॉट नं. 597/1361, पोस्ट-जानला, पी.एस.-जटनी, जिला -खुर्दा ओडिशा - 752054	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
32.	5704364	14-08-2013	देव मिनरल वाटर, झुमपाना, वाया: दानगढी, डुबुरी, जिला -जाजपुर ओडिशा - 755026	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिट जल के अलावा)	14543	0	0	2004
33.	5706671	19-08-2013	दा ज्वेलस बीसी-1, बीएमसी केशरी मॉल, मार्केट बिल्डिंग के समीप, यूनिट-2, पी.एस.-कैपिटल पोलिस स्टेशन, भुवनेश्वर, जिला -खुर्दा ओडिशा - 751001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
34.	5706772	19-08-2013	नक्षत्र ज्वेलरी जेमार्डेहपुर, पोस्ट-नुआपाटना, पी.एस.- तीगिरिया, जिला - कटक ओडिशा - 754035	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
35.	5706873	19-08-2013	श्री ज्वेलर्स न्यु मार्केट, गांधी छाक के समीप, मिश्रधातुएं, आभूषण/ एन.एच.- 215, पोस्ट-कियोंझारगढ़, शिल्पकारी शुद्धता एवं जिला - कियोंझार, ओडिशा - 758001	स्वर्ण एवं स्वर्ण मुहारांकन- विशिष्टि	1417	0	0	1999
36.	5706570	20-08-2013	श्री हरि ऊँ ज्वेलर्स मेन रोड बारगढ़, वार्ड नं. बीएआरजी-सी पोस्ट/पी.एस.-बारगढ़ जिला - बारगढ़ ओडिशा - 768028	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
37.	5708069	27-08-2013	जयनारयण ज्वेलर्स पोस्ट-चांदोल, जिला - केन्द्रपड़ा, ओडिशा - 754208	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
38.	5708170	27-08-2013	शक्ति ज्वेलर्स पोस्ट-बालीचंद्रपुर, बालीचंद्रपुर, जिला - जाजपुर ओडिशा - 754205	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
39.	5709374	27-08-2013	गोदावरी मिनरल्स, गुंचीतारा, पोस्ट-तीतिलागढ़ जिला - बालांगीर ओडिशा - 767033	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा)विशिष्टि	14543	0	0	2004
40.	5709475	28-08-2013	सरला ज्वेलरी वार्ड नं. जेएसी-सी, पोस्ट-पी.एस.-एसमा, जिला - जगतसिंहपुर ओडिशा - 754139	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
41.	5709576	28-08-2013	राशि अलंकार प्लॉट नं. 602, देवगढ़ टॉउन, म्यूनिसिपलटी साही, वार्ड नं.-डीईओ-सी, शिल्पकारी शुद्धता एवं पोस्ट/पी.एस.-देवगढ़, जिला - देवगढ़ ओडिशा - 768108	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
42.	5710157	28-08-2013	के.के.स्पन पाइप प्रा.लि. प्लॉट नं. 5,6,8, से 13, 44, 47, (प्रबलन सहित और पाथ फार्म, विधाधरपुर, पोस्ट: सी आरआरआई, जिला - कटक ओडिशा - 753006	पूर्वढालित कंक्रीट पाइप (प्रबलन सहित और रहित)	458	0	0	2003

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
43.	5710965	30-08-2013	बीजा स्टील लि. कलिंगनगर इंडस्ट्रियल कॉम्प्लेक्स, जखपुरा, जाजपुर रोड, जिला - जाजपुर, ओडिशा - 755026	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिए एवं तार- विशिष्टि	1786	0	0	2008
44.	5711159	30-08-2013	सौरव एलॉय एण्ड स्टील प्रा. लि. ग्राम: बाहनरेई, पोस्ट: गुनार्देई, जिला - ढेनकानल, ओडिशा - 759013	संरचना इस्पात (साधारण गुणता) के पुनर्वैल्लन हेतु कार्बन ढलवाँ इंगट, बिलेट, ब्लूम एवं स्लैब - विशिष्टि	2831	0	0	2012
45.	5711664	30-08-2013	साई राम डिंकिंग वाटर, अमृतीदेइपुर, तालचेर जिला -आंगुल ओडिशा - 759100	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा)	14543	0	0	2004
46.	5711765	30-08-2013	श्री इंडस्ट्रीज, झनकारपल्ली, एन एच-6 जिला -सम्बलपुर ओडिशा - 768005	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा)	14543	0	0	2004
47.	5711260	2-09-2013	गदाधर ज्वेलरी पोस्ट-हरिपुरहाट, जाजपुर, जिला - जाजपुर ओडिशा - 755009	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
48.	5713668	2-09-2013	सतगुरु मेटल्स एण्ड पॉवर प्रा.लि. प्लॉट नं. 401/577, गरियामल, बरगाँव, जिला - सुंदरगढ़, ओडिशा - 770016	सामान्य संरचना इस्पात हेतु पुनर्वैल्लन के लिए कार्बन ढलवाँ इंगट इंगट, बिलेट, ब्लूम एवं स्लैब- विशिष्टि	2830	0	0	2012
49.	5712464	5-09-2013	सुनीति एंटरप्राइजेज प्लॉट नं. 3574/5830, पलासुनी भुवनेश्वर जिला -छुर्दा, ओडिशा - 751025	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा) विशिष्टि	14543	0	0	2004
50.	5712767	9-09-2013	फाईनल स्टॉप एण्ड एम.बी.ज्वेलर्स मेन रोड, रातरकेला-1, जिला - सुंदरगढ़ ओडिशा - 769001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
51.	5712868	9-09-2013	सी. एस. ज्वेलरी सिनेमा हॉल के समीप, मेन रोड, संरचनात्मक प्रयोग के रायरांगपुर, जिला - मयूरभंज ओडिशा - 757043	खोखले इस्पात के खंड संरचनात्मक प्रयोग के लिये -विशिष्टि	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
52.	5712969	9-09-2013	राजलक्ष्मी ज्वेल हाउस एम.जी.रोड, पोस्ट/पी.एस.-असका जिला -गंजाम, ओडिशा - 761110	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा)-विशिष्टि	1417	0	0	1999
53.	5713062	9-09-2013	विश्वकर्मा ज्वेलरी हॉस्पीटल रोड, बैसिंगा, मधूरभंज, ओडिशा - 757028	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
54.	5713264	9-09-2013	एस सी एम प्लास्टिक इन्जीनियरिंग प्रा. लि., कालियाग्राम, जयपुर ब्लॉक, खाता सं. 144/99, प्लॉट नं. 62/568 मौजा-कालियागाँव, पीएस-जयपुर जिला-कोरापुट ओडिशा - 764001	पेयजल आपूर्ति के लिए अप्लास्टिकूत पीवीसी पाइप - विशिष्टि	4985	0	0	2000
55.	5713567	12-09-2013	देविकांत ज्वेलर्स वार्ड-5, एम.जी.रोड, आसका जिला-गंजाम, ओडिशा - 761110	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
56.	5718072	12-09-2013	श्याम मेटालिक्स ऐण्ड इनर्जी लि. यांत्रिक और सामान्य ग्राम-पोंडोली, पोस्ट-लापांग तहसील -रेंगाली, जिला -संबलपुर, ओडिशा - 768212	यांत्रिक और सामान्य इंजीनियरिंग प्रयोजनों के लिए इस्पात की नलियां	3601	0	0	2006
57.	5714973	16-09-2013	राणा आइरन ऐण्ड पॉवर लिमिटेड ग्राम-पोस्ट-कुलैई, पीएस-परजांग जिला - ढेनकानल, ओडिशा - 759145	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिए एवं तार- विशिष्टि	1786	0	0	2008
58.	5714872	17-09-2013	विश्वकर्मा ज्वेलरी बरदांगुआ, वार्ड नं. एमए-सी, (खुंता हाई स्कूल के सामने) जीपी. टॉन, संखुंता, पीएस.-खुंता जिला - मधूरभंज, ओडिशा - 757019	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी शुद्धता एवं मुहारांकन- विशिष्टि	1417	0	0	1999
59.	5718173	23-09-2013	महावीर एंटरप्राइजेज सामगोला, पोस्ट-कुजांग, जिला - जगतसिंह पुर ओडिशा - 754141	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा)- विशिष्टि	14543	0	0	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
60.	5718779	27-09-2013	सुतार फार्मा केमिकल्स (प्रा)लि. प्लॉट नं.-3, जानला इंडस्ट्रियल एस्टेट, भुवनेश्वर जिला - खुर्दा ओडिशा	ब्लीचिंग पाउडर, स्टेबल- विशिष्ट	1065	0	0	1989
61.	5719579	27-09-2013	जिंदल स्टील ऐण्ड पॉवर लि. ग्राम- निशा, एस एच-63, चौंडिपदा रोड, जिला - आंगुल, ओडिशा - 759111	मध्य और अल्प ताप उपयोग के दाब पात्रों के लिए इस्पात प्लटें- विशिष्ट	2041	0	0	2009

[सं. केन्द्रीय प्रमाणन विभाग/13:11]
एस. चौधुरी, वैज्ञानिक 'एफ' एवं प्रमुख

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 4th September, 2013

S.O. 2266.—In pursuance of sub-regulation (5) of Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	5691280	2-7-2013	Godavari Industries Kalunga, Rourkela District-Sundargarh Odisha - 770031	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
2.	5693082	15-7-2013	Mahavir Jewellery, Plot No. 1427, Jagannatha Nagar GGP Colony, Rasulgarh Bhubaneswar, District- Khurda, Odisha - 751025	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
3.	5694185	16-7-2013	Neelachal Ispat Nigam Ltd. Kalinga Nagar Indust. Complex, Duburi, District : Jajpur Odisha - 755026	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	0	0	2012

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	5694286	18-7-2013	Atlas PVC Pipes (Pvt.) Ltd. AT - Patapur, PO: Nrahmanigaon PS: Baramga District : Cuttack, Odisha - 754005	Unplasticized Pvc pipes for potable water supplies - Specification	4985	0	0	2000
5.	5695288	23-7-2013	Kolkata Weir Industries Ltd. Vill.- Gorgoria, PO.- Agria, PS.- Baisinga District - Mayurbhanj, Odisha - 757025	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
6.	5695389	24-7-2013	Varsha Jewellery, Shop No. 14 and 15 (Upstair), Municipality Market, C-Block PO. Medical Square, PS. Grand Road, District- Puri, Odisha	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
7.	5695490	24-7-2013	Sasmita Jewellery Works, Plot No. 433, Laxmisagar, District- Khurda, Bhubaneswar, Odisha - 751006	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
8.	5695591	24-7-2013	New Mahalaxmi Alankar AT/PS Khunta, District-Mayurbhanj Odisha - 757019	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
9.	5695187	24-7-2013	Sudarsan Basanti Beverages Alishi Sasan, Balipatna, District-Khurda, Odisha - 752102	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
10.	5695692	26-7-2013	Sri Sairam Drinks AT :- Purusottampur PO :- Marsaghai, District: - Kendrapara, Odisha :- 754213	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
11.	5696189	26-7-2013	Jindal Steel and Power Limited Vill.- Nisha, SH-63, Chendipada Road, District - Angul, Odisha - 759111	Steel plates for pressure vessels for intermediate & high temperature service including boilers	2002	0	0	2009
12.	5696694	26-7-2013	Bajrang Steel & Alloys Ltd. Plot No. 31, Goibhangha, PO- Kalunga, Rourkela, District : Sundargarh Odisha - 770031	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into low tensile structural steel	2831	0	0	2012

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	5696795	26-7-2013	Rexon Strips Limited AT- Kumakela, PO- Lathikata, Rajgangpur, District : Sundargarh Odisha - 770037	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into low tensile structural steel	2831	0	0	2012
14.	5696896	26-7-2013	Vishal Ferro Alloys Ltd. Plot No. 1562/2565, Balandia, PO- Kalunga, Rourkela, District : Sundargarh Odisha - 770031	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into low tensile structural steel	2831	0	0	2012
15.	5696997	26-7-2013	Shri Radha Krishna Ispat Pvt. Ltd. Plot No. 19, Vill-Goibhangha PO- Kalunga, Rourkela, District : Sundargarh Odisha - 770031	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into low tensile structural steel	2831	0	0	2012
16.	5700457	31-7-2013	Neelachal Ispat Nigam Ltd. Kalinga Nagar Industrial Complex, Duburi, District : Jajpur Odisha - 755026	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into low tensile structural steel	2831	0	0	2012
17.	5701358	31-7-2013	OCL Iron and Steel Limited Plot No.40/1139, 34/968, Lamloii, Rajgangpur, District : Sundargarh Odisha - 770017	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into low tensile structural steel	2831	0	0	2012
18.	5698395	2-8-2013	Mrinal Beverages Serenda, Bhadrashahi, Barbil District- Keonjhar Odisha - 758035	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
19.	5699094	6-8-2013	Parbati Jewellers Tinimuhani, Kendrapara, Odisha - 754211	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
20.	5699195	6-8-2013	Pradeep Alankar AT. Jemadeipur PO. Nuapatna, PS. Tigiria, District-Cuttack Odisha- 754035	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
21.	5699296	6-8-2013	Shree Jagannath Jewellery AT. Uttareswar, PO/PS. Soro, District - Balasore, Odisha- 756045	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
22.	5699397	6-8-2013	KDM Jewellers AT. VSS Nagar, Badambadi Chhak, Plot No. G-43, PO/PS. Sahid Nagar, Bhubaneswar, District - Khurda, Odisha- 751007	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
23.	5702158	7-8-2013	Patnaik Steels and Alloys Ltd. Vill: Purunapani (Nayagarh), PO: Dubna District : Keonjhar, Odisha - 758034	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	0	0	2012
24.	5705063	7-8-2013	Krishna Plast Pipes Pvt. Ltd. Industrial Estate, Railway station Road, District : Bargarh, Odisha - 768028	Irrigation equipment sprinkler pipes- Part 2 : quick coupled polyethylene pipes	14151	2	0	2008
25.	5704061	12-8-2013	Binayak Aluminium (P) Ltd. NH-5, Bandalo, Kotasahi, District : Cuttack Odisha - 754022	Wrought aluminium utensils	1660	0	0	2009
26.	5702259	13-8-2013	Rana Jewellery Sahadev Khunta, Ward BA-C, District - Balasore, Odisha- 756001	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
27.	5703867	13-8-2013	GSF Pipe Plot No. 934, Tantitola, Jhartarang, Kalunga, Rourkela, District : Sundargarh, Odisha	Hollow steel sections for structural use	4923	0	0	1997
28.	5703968	13-8-2013	GSF Pipe Plot No. 934, Tantitola, Jhartarang, Kalunga, Rourkela, District : Sundargarh, Odisha	Steel tubes for idlers for belt conveyors	9295	0	0	1983
29.	5707774	13-8-2013	Shyam Metalics & Energy Ltd. Village-Pandloji, Tahsil-Rengali, Post- Lapanga, District : Sambalpur, Odisha-768212	Hollow steel sections for structural use	4923	0	0	1997
30.	5704162	14-8-2013	Omm Jewellers Sharmachhak, Talcher District - Angul, Odisha	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
31.	5704263	14-8-2013	Maa Jewellers AT. Ougalapada Plot No. 597/1361, PO : Janla, PS. Jatni, District - Khurda, Odisha-752054	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
32.	5704364	14-8-2013	Deo Mineral Water Jhumpana, Via: Danagadi Duburi, District - Jajpur, Odisha-755026	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
33.	5706671	19-8-2013	The Jewels AT. BC-1, BMC Keshari Mall Near Market Building, Unit-2 PS. Capital Police Station, Bhubaneswar, District - Khurda, Odisha- 751001	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
34.	5706772	19-8-2013	Nakshyatra Jewellery AT. Jemadeipur, PO. Nuapatna, PS. Tigiria, District - Cuttack, Odisha- 754035	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
35.	5706873	19-8-2013	Shree Jewellers AT. New market, Near Gandhi Chhak, NH. 215, PO. Keonjargarh District - Keonjhar, Odisha- 758001	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
36.	5706570	20-8-2013	Shree Hari Om Jewellers AT. Main Road Bargarh, Ward No. Barg-C PO/PS Bargarh, District -Bargarh, Odisha- 768028	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
37.	5708069	27-8-2013	Jayanarayan Jewellers AT/PO Chandol, District - Kendrapara, Odisha-754208	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
38.	5708170	27-8-2013	Shakti Jewellers AT/PO Balichandrapur, District - Jajpur, Odisha-754205	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
39.	5709374	27-8-2013	Godavri Minerals AT:- Gunchitara, PO:- Titilagarh, District - Bolangir, Odisha-767033	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
40.	5709475	28-8-2013	Sarala Jewellery Ward No. JSP-C, PO/PS Ersama, District - Jagatsinghpur, Odisha-754139	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
41.	5709576	28-8-2013	Rashmi Alankar Plot No. 602, Deogarh Town, Municipaliti Sahi, Ward No. Deo- C, PO/PS Deogarh, District - Deogarh, Odisha- 768108	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
42.	5710157	28-8-2013	K. K. Spun Pipe Pvt. Ltd. Plot No. 5,6,8, to 13,44,47, Patha Farm, Bidyadharpur PO: Crri, District - Cuttack, Odisha- 753006	Precast concrete pipes (with and without re- inforcement)	458	0	0	2003
43.	5710965	30-8-2013	Visa Steel Ltd. Kalinganagar Industrial Complex, Jakhapura, Jajpur Road, District - Jajpur Odisha- 755026	High strength deformed steel bars and wires for concrete reinforcement	1786	0	0	2008
44.	5711159	30-8-2013	Sourav Alloy & Steel Pvt Ltd. Vill : Bahandei, PO- Gunadei, District : Dhenkanal, Odisha - 759013	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into low tensile structural steel	2831	0	0	2012
45.	5711664	30-8-2013	Sai Ram Drinking Water Amrutideipur, Talchar District - Angul, Odisha-759100	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
46.	5711765	30-8-2013	Shree Industries Jhankarpali, NH-6, District - Sambalpur, Odisha-768005	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
47.	5711260	2-9-2013	Gadadhar Jewellery AT/PO. Haripurhat, District - Jajpur Odisha-755009	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
48.	5713668	2-9-2013	Satguru Metals & Power Pvt. Ltd. Plot No. 401/577, Gariamal Bargaon, District - Sundargarh Odisha-770016	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	0	0	2012

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
49.	5712464	5-9-2013	Suniti Enterprises Plot No; 3574/5830, Palasuni Bhubaneswar, Odisha-751025	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
50.	5712767	9-9-2013	Final Stop & M. B. Jewellery Main Road, Rourkela-1 District - Sundargarh Odisha-769001	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
51.	5712868	9-9-2013	C. S. Jewellery Near Cinema Hall, Main Road, Rairangpur, District - Mayurbhanj Odisha-757043	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking-	1417	0	0	1999
52.	5712969	9-9-2013	Rajlaxmi Jewel House M.G. Road, PO/PS Aska, District - Ganjam, Odisha-761110	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
53.	5713062	9-9-2013	Biswakarma Jewellery Works AT. Hospital Road, Baisinga District - Mayurbhanj Odisha-757028	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
54.	5713264	9-9-2013	SCM Plastic Engineering Pvt. Ltd. Kaliagram in Jeypore Block, Khata No. 144/99, Plot No.62/568, Mouza-Kaliagaon, PS-Jeypore, District - Koraput, Odisha- 764001	Unplasticized pvc pipes for potable water supplies - Specification	4985	0	0	2000
55.	5713567	12-9-2013	Devikant Jewellers Ward-5, MG Road, Aska, District - Ganjam, Odisha-761110	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
56.	5718072	12-9-2013	Shyam Metalics & Energy Ltd. Village- Pondoli, Tahsil - Rengali, PO- Rengali District - Sambalpur, Odisha-768212	Steel tubes for mechanical and general engineering purposes	3601	0	0	2006
57.	5714973	16-9-2013	Rana Iron and Power Limited Vill. & PO- Kulei, PS- Parjang, District - Dhenkanal Odisha- 759145	High strength deformed steel bars and wires for concrete reinforcement	1786	0	0	2008
58.	5714872	17-9-2013	Biswakarma Jewellery AT. Baradangua, Ward No. MA-C (Infront of Khunta High School) GP. Town. Sankhunta, PS. Khunta. District -Mayurbhanj, Odisha- 757019	Gold and gold alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
59.	5718173	23-9-2013	Mahaveer Enterprises AT :- Samagola, PO :- Kujanga District - Jagatsinghpur, Odisha- 754141	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
60.	5718779	27-9-2013	Sutar Pharma Chemicals (P) Ltd. Plot No. 03, Janla Industrial Estate, Bhubaneswar, District - Khurda, Odisha	Bleaching powder, stable	1065	0	0	1989
61.	5719579	27-9-2013	Jindal Steel and Power Limited Village :- Nisha, SH-63, Chendipada Road, District - Angul, Orissa	Steel plates for pressure vessels used at moderate and low temperature	2041	0	0	1995

[No. CMD/13:11]

S. CHOWDHURY, Scientist 'F' & Head

नई दिल्ली, 4 सितम्बर, 2013

का.आ. 2267.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिये गए हैं, वे लाइसेंस रद्द कर दिए गए हैं :—

अनुसूची

क्र. सं.	लाइसेंस नं.	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द /स्थगित करने की तिथि
(1)	(2)	(3)	(4)	(5)
1.	5452060	जियोन स्टील लि. गोबिरा, प्लॉट नं. 1262/1751, पोस्ट-कुआरमुंडा, राउरकेला, जिला-सुंदरगढ़, ओडिशा- 770039	सामान्य संरचना इस्पात हेतु पुनर्वैल्लन के लिए कार्बन ढलवाँ इस्पात बिलेट इंगट, बिलेट, ब्लूम एवं स्लैब- विशिष्टि आइएस 2830: 2012	27-07-2013
2.	5568988	नेलसन इंडस्ट्रीज, दोलिता, पोस्ट- जजिया, जिला-कियोंझार, ओडिशा- 758047	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिए एवं तार- विशिष्टि आइएस 1786: 2008	1-08-2013
3.	5407257	स्कैन स्टल्स लि. (युनिट-IV) बाय-बाय, पोस्ट- टुदलगा, बारगाँव, राजगंगपुर जिला-सुंदरगढ़ ओडिशा	पैकेजबंद पेय जल (पैकेजबंद प्राकृतिक मिनिरल जल के अलावा) आइएस 14543: 2004	16-08-2013

(1)	(2)	(3)	(4)	(5)
4.	5660976	ग्लोबल रिबार्स प्रा. लि., पानीछत्र मालीपदा, जिला-खुर्दा, ओडिशा	कंक्रीट प्रबलन के लिए उच्च शक्ति विरूपित इस्पात सरिए एवं तार- विशिष्टि आइएस 1786: 2008	31-08-2013

[सं. केंद्रीय प्रमाणन विभाग/13:11]
एस. चौधरी, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 4th September, 2013

S.O. 2267.—In pursuance of sub-regulation (6) of Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each :—

SCHEDULE

Sl. No.	Licences No. CM/L	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the Licence cancelled/suspension	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	5452060	Zion Steel Limited Gobira, Plot No. 1262/1751, PO-Kuarmunda, Rourkela, District : Sundargarh, Odisha-70039	High strength deformed steel bars and wires for concrete IS 1786 : 2008	27-7-2013
2.	5568988	Nelson Industries At :- Dolita PO :- Rajia District : Keonjhar, Odisha-758047	Packaged drinking water (other than packaged natural mineral water)- IS 14543 : 2004	1-8-2013
3.	5407257	Scan Steels Ltd (Unit-IV) At -Bai-Bai, PO :- Tudalaga, Bargaon, Rajgangpur, District : Sundargarh, Odisha	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes IS 2830 : 2012	16-8-2013
4.	5660976	Global Rebars Pvt. Ltd. Panichhatra Malipada, District : Khurda, Odisha	High strength deformed steel bars and wires for concrete reinforcement IS 1786 : 2008	31-8-2013

[No. CMD/13:11]

S. CHOWDHURY, Scientist 'F' & Head

नई दिल्ली, 3 अक्टूबर, 2013

का.आ. 2268.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वे स्थापित हो गये हैं :

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15976 : 2013 अनावृत चालक के लिए इस्पात रील और ड्रम - विशिष्टि	—	3-10- 2013

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[संदर्भ ईटी 37/टी-35]
आर. सी. मैथयू, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 3rd October, 2013

S.O. 2268.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed have been established on the indicated against each:

SCHEDULE

Sl. No.	No. and Year of the Indian Standard	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 15976 : 2013 Steel reels and drums for bare conductors - Specification	—	3-10-2013

Copies of these Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. ET 37/T-35]

R. C. MATHEW, Scientist 'F' & Head (Electrotechnical)

नई दिल्ली, 3 अक्टूबर, 2013

का.आ. 2269.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों का विवरण नीचे अनुसूची में दिया गया हैं वे स्थापित हो गये हैं :

अनुसूची

क्रम सं.	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 7252 : 2013/ आई एस ओ 2169 : 1981 फल एवं सब्जियाँ – शीत गृहों में भौतिक अवस्थाएँ – परिभाषाएँ एवं मापन (पहला पुनरीक्षण)	आई एस 7252 : 1974	31अगस्त, 2013
2.	आई एस 16118 : 2013/ आई एस ओ 6665 : 1983 स्ट्रॉबेरीज – शीत भंडारण की मार्गदर्शिका	—	31अगस्त, 2013

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा कोचि में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एफएडी/जी-128]
कुमार अनिल, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि विभाग)

New Delhi, the 3rd October, 2013

S.O. 2269.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against these:

SCHEDULE

Sl. No.	No. and Year of the Indian Standard(s) Established	No. and Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Establishment
(1)	(2)	(3)	(4)
1.	IS 7252 : 2013/ISO 2169 : 1981 Fruits and Vegetables - Physical conditions in cold stores- Definitions and measurement (first Revision)	IS 7252 : 1974	31 August, 2013
	IS 16118 : 2013/ISO 6665 : 1983 Strawberries - Guide to cold storage	—	31 August, 2013

Copies of these Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Kochi.

[Ref. FAD/G-128]

KUMAR ANIL, Scientist 'F' & Head (Food & Agri.)

नई दिल्ली, 3 अक्टूबर, 2013

का.आ. 2270.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1883:1983	संशोधन संख्या 1, सितम्बर 2013	30 सितम्बर, 2013
2.	आई एस 2180:1998	संशोधन संख्या 1, सितम्बर 2013	30 सितम्बर, 2013
3.	आई एस 2222:1991	संशोधन संख्या 2, सितम्बर 2013	30 सितम्बर, 2013

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलोर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा कोचि में बिक्री हेतु उपलब्ध हैं।

[संदर्भ सीईडी/राजपत्र]

ज. रॉय चौधरी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

New Delhi, the 3rd October, 2013

S.O. 2270.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl.No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1883:1983	Amendment No. 1 September 2013	30 September, 2013
2.	IS 2180:1988	Amendment No. 1 September 2013	30 September, 2013
3.	IS 2222:1991	Amendment No. 2 September 2013	30 September, 2013

Copy of these amendment are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Kochi.

[Ref. CED/Gazette]

J. ROY CHOWDHURY, Scientist 'F' & Head (Civil Engg.)

नई दिल्ली, 7 अक्टूबर, 2013

का.आ. 2271.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक के संशोधन का विवरण नीचे अनुसूची में दिया गया है, वह स्थापित हो गया है :-

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या वर्ष और शीर्षक	संशोधन संख्या और वर्ष	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 8222 : 1976 खाद्य पत्ता प्रोटीन सार के लिए विशिष्ट	संशोधन संख्या 1, वर्ष 2013	30 सितम्बर, 2013

इस संशोधन की प्रतियाँ भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, चंडीगढ़ तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा कोची में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एफएडी/जी-128]
कुमार अनिल, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि विभाग)

New Delhi, the 7th October, 2013

S.O. 2271.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against it :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 8222 : 1976 Specification for edible leaf protein concentrate	Amendment No. 1 Year, 2013	30th September, 2013

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Kochi.

[Ref. FAD/G-128]

KUMAR ANIL, Scientist 'F' & Head (Food & Agri.)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 11 सितम्बर, 2013

का.आ. 2272.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इलाहाबाद बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 10/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06-09-2013 को प्राप्त हुआ था ।

[सं. एल-12011/06/2008-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 11th September, 2013

S.O. 2272.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2008) of the Central Government Industrial Tribunal/Labour Court-II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 06-09-2013.

[No. L- 12011/06/2008-IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT-II,
KARKARDOOMA, DELHI**

SHRI HARBANS KUMAR SAXENA, Presiding, Officer

I.D. NO. 10/2008

Shri Daulat Ram,
C/o The President,
All India Allahabad Bank
Employees Association,
115, Yadav Park,
Najafgarh Road, Nangloi,
New Delhi-110041

....Workman

Versus

The General Manager,
Allahabad Bank,
17, Parliament Street,
New Delhi-110001

...Management

AWARD

The Central Government in the Ministry of Labour vide Notification No. L-12011/6/2008-IR(B-II) dated 02/04/2008, referred the following Industrial Dispute to this Tribunal for the adjudication :—

“ Whether Shri Daulat Ram is entitled for both the benefit of gratuity and pensions? Whether the action of the Management of Allahabad Bank in not paying the gratuity as per Gratuity Act, 1972 and pensionary benefit as per Pension rules to Shri Daulat Ram is just fair and legal? If not to what relief the workman concerned is entitled to and from which date ?”

On 17/04/2008 reference was received in this tribunal. Which was registered as I.D. No. 10/2008, and workman was called upon on to file claim statement within fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman appeared and filed statement of claim on 30/9/2008. Through which he claimed release of his pension with effect from March 2001. When he was released on V.R.S.

On 06/06/2009 W.S. Filed by Management. Wherein allegations of statement of claim were denied. Relationship of employer and employee was also denied. It was prayed that statement of claim be dismissed along with rejection of present reference. On 09/10/2009 workman filed replication wherein he clarified his case. On the basis of pleading of parties following issues have been framed on 09/04/2013 :-

- (1) Whether the claimant is entitled for pension under the old scheme, without return of gratuity?
- (2) As in terms of reference ?

Thereafter date 23/05/2013 and 31/07/2013 were fixed for evidence of parties. Today A/R of decreased workman moved an application for withdrawal of case on the following grounds:-

- (1) That the Dispute regarding pension has been resolved as the bank has released his pension.
- (2) That since his pension has been released by Bank, there remains no dispute between the workman and the management.

On application Ld. counsel for Management endorsed no objection. In this Background there is no need to proceed further for adjudication. In the interest of justice application for withdrawal is allowed. Case is decided as withdrawn.

Accordingly No Dispute Award is being passed.

Dated : 31-07-2013

HARBANS KUMAR SAXENA, Presiding Officer

नई दिल्ली, 13 सितम्बर, 2013

का.आ. 2273.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध

में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद के पंचाट (संदर्भ संख्या 258/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-8-2013 को प्राप्त हुआ था।

[सं. एल-12012/66/2000-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 13th September, 2013

S.O. 2273.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 258/2000) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the management of the UCO Bank and their workman, which was received by the Central Government on 12-08-2013.

[No. L- 12012/66/2000-IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

In the matter of a reference U/s 10(1) (D) (2A) of I.D.
Act, 1947.

Ref. No. 258 of 2000

Employers in relation to the management of UCO Bank,
Ranchi
AND

Their workmen

Present :

SRI RANJAN KUMAR SARAN, Presiding officer

Appearances :

For the Employers : Sri D. K Verma, Advocate

For the workman : Sri H. K. Das, Advocate

State : Jharkhand Industry : Banking

Dated 22/07/2013

AWARD

By Order No. L-12012/66/2000-IR (B-II), dt. 11/09/2000, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“Whether the dismissal of Shree Pradeep Kumar from service vide order dated 14-01-1999 by the management of UCO Bank is proper, justified and legal? If not, what relief the workman is entitled to?”

2. The case is received from the Ministry of Labour on 25.09.2000. After notice both parties appeared, the Sponsoring Union/workman files their respective written statement on 03.12.2001, and rejoinder. The management examined witnesses on preliminary point. This Tribunal vide a detailed order held the preliminary point that, the departmental enquiry conducted by the bank management was not fair and proper. The said order of this Tribunal has not been challenged by the management.

3. After the order declaring the departmental enquiry is improper and unfair, the management examined another witness. The said Officer was the presenting officer in the departmental enquiry, who only stated that he presented the case before the enquiry officer fairly. But he has not stated, actually what was the charges and how it has been proved even before this Tribunal, regarding the alleged defalcation by the workman.

4. On perusing of the charge it is found that there was defalcation by the workman of Rs. 3000 and some other amount. But the workman has not been given a chance to explain his conduct.

5. The charges neither have been proved in the departmental enquiry nor before this Tribunal. Therefore, the workman be reinstated, without any back wages whatsoever.

6. Considering the facts and circumstance, I hold that the dismissal of the workman Sri Pradeep Kumar w.e.f. 14.01.99 by UCO Bank management is not legal and justified,

7. It is learnt that the workman has died in the meantime. Hence the legal dues of the workman be given to his legal representative as per norms. His date of death be treated as his date of premature retirement and the legal representative of the workman be given his retirement benefits only.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 सितम्बर, 2013

का.आ. 2274.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 105/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-09-2013 को प्राप्त हुआ था।

[सं. एल-12012/395/96-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 17th September, 2013

S.O. 2274.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 105/1997) of the Central Government Industrial Tribunal/Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 13-09-2013.

[No. L-12012/395/96-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Present : SHRI KISHORI RAM, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 105 OF 1997

Parties : Sri Dilip Kr. Saw (Workman)

Vs.

Regional Manager, Bank of India, Dhanbad

Appearances :

On behalf of the workman/Union : Mr. D. Mukhrjee, Ld. Advocate

On behalf of the Management : Mr. D.K. Verma, Ld. Advocate

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 30th May, 2013

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12012/395/96-IR(B-II) dt. 17.9.97.

SCHEDULE

“Whether the action of the management of Bank of India, Dhanbad in dismissing the services of Shri Dilip Kumar Saw Cashier/Accountant is legal and justified? If not, to what relief the said workman is entitled ?”

2. The case of the workman Dilip Kumar Saw as pleaded in his written statement is that he had been unblamedly working as a permanent Cashier-cum-Accounts Clerk at Bank of India, Dhanbad, since long. He was falsely and frivolously chargesheeted for receiving the alleged amount from three different persons, not

depositing the same in the Bank, for forging the initials of B.D.Upadhyay, the Staff Officer. Though the chargesheet was vague and premature, he submitted his reply to it, emphatically denying the charges. His reply was very satisfactory, yet the management got the enquiry perfunctorily held by the biased Enquiry Officer who illegally conducted it in utter violation of the principles of natural justice, as the workman was not given full opportunity to fully cross the management witness and to present his case for defence.

3. Further alleged that the management failed to produce any document or chit of paper to prove the allegation levelled him. Nor any hand writing expert was examined to establish the alleged initials of Shri Upadhyay. The findings of the Enquiry Officer based on the circumstantial evidence on conjecture and suspicion were perverse, yet a show cause to it, stating the entire facts, even then, the anti labour management without supply of daily proceeding, illegally dismissed him from service despite being unproved charges against the workman as stated by the Enquiry officer in his finding as such ‘...there has been no financial loss to the Bank so far. An attempt to defraud the Bank has been made which however could not prove successfully’. The enquiry on the ground of non-supply of the proceeding papers vitiated. Even after several time representations, when the management arbitrarily dismissed him, he raised the Industrial Dispute, which in failure of its reconciliation before the ALC ©, Dhanbad, resulted in the reference for adjudication. The action of the management in dismissing the workman from service was illegal, arbitrary and unjustified, so it has been urged for his reinstatement in service with full back wages, as his dismissal based on perverse finding of the Enquiry Officer was too harsh and disproportionate to his alleged misconduct.

4. The workman in his rejoinder with specific denials has alleged that all the allegations of the O.P./Management against the workman are false, frivolous and motivated. The management illegally, arbitrarily and in violation of the natural justice has suspended him by the Order dt. 29.7.1993. Despite his satisfactory explanation, the management initiated the departmental enquiry which was conducted against the principles of natural justice, as the evidence of the management was not adduced not in presence of the workman; moreover, the biased Enquiry Officer did not take cognizance of the many objections raised by the workman. Though the charges against the workman remained unproved, he was held guilty of the charges. The show cause along with the copies of the enquiry proceeding and the enquiry report was not supplied to him thereby he got prejudiced. The Disciplinary Authority without application of mind mechanically passed an order of his dismissal, which was issued against him on 31.3.1995. Thus, the action of the management was illegal, arbitrarily and unjustified.

5. Whereas the contra pleaded case of the O.P./Management with categorical denials is that workman Dilip Kumar Saw was working as Cashier -cum-Accounts Clerk at Dhanbad Branch of Bank of India in the year 1993. But he was issued the chargesheet dt. 22.11.1993 for the allegations of his serious misconduct of dishonesty regarding the various transactions of money in course of his duty. After receiving the amount of Rs. 3000 and Rs.50,000 from the depositors Mrs. Jayshree Devi and Vijay Poddar presented as per their own Pay-in-slips on the counter of the Branch of the Bank on 28.6.93 and 7.7.93 for depositing the amounts against their S.B.A/c No.3362 and 8359 respectively, the workman neither put it on scroll nor accounted for their receipts on the respective dates, rather he kept the cash and deposit vouchers with himself, though he had shown the said amounts credited in their said account on the said dates respectively, and he failed to produce the amount in cash or any Cheque against their entries in the S.B. Ledger of the Branch. There was neither clearance nor transfer transactions regarding the said amounts. At initiation of necessary enquiry on its coming to light, he returned the amounts to the aforesaid persons and managed to influence them to say that they had not deposited the said amount.

6. On further examination, it was found that though the workman had credited Rs. 2,000 and Rs. 6,000 against the S.B. A/c Nos. 9115 and 6546 of Mr. Sukumar Banerjee and Mr. Hari Saw on 2.6.1993 and 12.03.1993 respectively, there was no cash deposit or clearance or transfer transactions concerning the said amounts as credit to said persons. In order to cover the fraudulent credits, the workman jotted the balance of Mr. Ahmad Khan, the Holder of the account No. 9114 as Rs. 25,630 and 40 paisa only in place of Rs. 27,630=40 only just to make the balance of Rs. 2,000 in the S.B. Ledger Book No. 42 the Balance Ledger which was allotted to Shri H.B. Srivastava, another Cash cum Accounts Clerk, by prevailing upon him for his fraudulent act. The workman forged the initials of Mr. B. D. Upadhyay, Staff Officer, Dhanbad Branch against the entries of the aforesaid relevant dates, namely, 28.6.93, 7.7.93 and 2.6.93 concerning the transactions of the said dates. The acts of the workman amounted not only dishonesty but also to fraud against the Bank and gain to the said person. For all these acts of the workman, he was charged as per the chargesheet dt. 22.11.1993, and was suspended from his duties by the Order dt. 29.7.1993 during the pendency of the Departmental enquiry, as all his acts were highly prejudicial to the interest of the Bank, and amounting to his gross misconduct.

7. Further alleged that the workman replied to the charges, denying the allegations levelled against him. The Regional Manager, Bank of India, Dhanbad Region, the Disciplinary Authority, as per his order dt. 8.12.1993 appointed Mr. B.K. Jairath, Dy. Chief Manager, Bhaga Branch of the Bank as the Enquiry Oficer to hold

departmental enquiry into the charges as in the charge sheet against the workman, and Shri N.N. Tripathy as the Presenting Officer to present the case of the management before the Enquiry Officer; Shri K.D. Sarkar, the Zonal Secretary, Bank of India Employees Union was engaged as the Defence Representatives (D.R.) by the workman for his defence. The departmental enquiry was fairly and properly in accordance with the principle of natural justice held in the presence of the workman and his Defence Representative, who were given full opportunity to cross examine the management witnesses and its documents, and also to give his won statement, and to produce his documents for his defence. But neither the workman nor his Defence Representative raised any objection against the Enquiry Officer, the Presenting Officer, or the procedure of the enquiry. Thereafter, the Enquiry Officer submitted his enquiry Report dt. 23.8.94, holding the workman guilty of the charges levelled against him.

8. On perusal and consideration of the enquiry report, enquiry proceeding, all relevant papers, the Disciplinary Authority considered the misconduct committed by the workman as very serious in nature, so he issued Show Cause Punishment Notice dt. 26.6.95 enclosing therewith a copy of the enquiry report, advising him for his appearance on 1.7.1995 at 11 a.m. and submission in regard to imposition of dismissal penalty without notice as proposed under clause 19.6.(a) of the First Bipartite Settlement dt.19.10.66 of his misconduct. But on account of non-availability of the Defence Representative on the said date, the workman with his Defence Representative on the said date, the workman with his Defence Representative appeared on 10.7.95 and submitted the points in his defence challenging the correctness of the finding of the Enquiry Officer in his Enquiry Report. After considering all the matters and hearing the Defence Representative, the workman was dismissed as per the Dismissal Order dt. 31.7.95 passed by the Disciplinary Authority. As such, the action of the management in dismissing the workman from his service is alleged to be bonafide, legal and justified, and he is not entitled to any relief.

9. The O.P./Management in its rejoinder categorically denied the allegations of the workman as false, baseless and imaginary, and stated that the workman was a permanent staff of the management, that in the Face of the examination of the very person, namely Updhaya, whose signatures in question, were denied by himself and established as forged signature, there was no need to examine any handwriting expert for proving his signature.The finding of the Enquiry Officer is based on documentary as well as oral evidence and the charges have been conclusively proved undoubtedly. The workman was supplied all the copies of the proceeding and the report as he applied for.

FINDING WITH REASONS

10. In the instant reference, on the examinations of MW1 Mr. N. N. Tripathi, the then Dy. Manager for the O.P./Management and MW1 Dilip Kumar Saw, the workman for himself at the preliminary point about the fairness of the domestic enquiry, the Tribunal as per Order No.28 dt.1.8.2001 had held the domestic enquiry as in contravention of the principle of natural justice; so the domestic enquiry stood vitiated.

Thereafter the O.P./Management was given an opportunity to prove the charges against the workman just the workman as well his case. In result, MW1 Banshidhar Upadhyaya, the staff Officer, MW2 Hari Bhushan Srivastava, the Manager, and MW 3 Gautam Kumar Sinha, the Dy. General Manager for the O.P./Management and WWI Dilip Kumar Saw, the workman for himself all on merits have been examined respectively.

It is an acknowledged fact and settled principle of law that once the domestic enquiry was vitiated by the Tribunal, it has not to look into it, rather the legal obligation of the Tribunal stands for consideration of the afresh materials available on the case record for an adjudication.

11. In the instant reference, MW1 Banshidhar Upadhyaya known as B.D. Upadhyay is the Officer working in the Bank of India. He has stated the workman to have been charge sheeted for the allegation of making some false entries in the following saving bank ledgers, and for putting his forged initial of him as the Checking Officer.

Ledger No. 38 of Bijay Poddar having his S.B. A/c No. 2359, Ledger Folio No. 312 (Folio-Ext.M.1) bears the entry of Rs. 50,000 on 7.7.1993 (Ext.M.1/1),

Ledger No.10-Folio No.292 and S.B. A/c No. 3362 of Jaishree Devi (Folio Ext. M.2) bearing the entry dt. 28.6.93 showing the deposit of Rs. 3,000 (Ext.M.2/1),

Ledger No. 42 Folio No. 29, S/B A/c No. 9115 bearing 'No name of the person' (the Folio-Ext. M.3) bearing the entry dt. 2.6.93 of Rs. 2,000 deposited (Ext. M.3/1), and

Ledger No. 29, Folio No. 43, S/B A/c No. 6546 of Shri Hari Sao (Folio -Ext.M. 4) bearing the entry dt.12.3.1993 of Rs. 6,000 deposited (Ext.M.4/1)—all the false entries with the initials were made by the workman by forging the initials of the witness (MW1) as Checking Officer, who claims not to have endorsed any of them, as none of the said amounts was factually deposited.

In addition to it, in all following Cash Receipt Registers, i.e., Cash receipt register concerning Folio No. 9 of the Bank (Ext. M.5), the Cash receipt Register, Folio No.10 of dt.12.3.1993 prepared by the workman as the Cash Clerk in course of day transaction – (Ext.M.6), signature of the workman appearing on Folio No.11 in

continuation to aforesaid Folio No.10 prepared under the signature of the workman (Ext.M.6/1).

The cash receipt register- Folio No.131 and 132 prepared and signed by the workman on 28.6.93 (Extt.M.7 and M.7/1) respectively.

The Cash receipt register-Folio No.134 dt. 30.6.93, No. 135 dt. 2.7.93, No.140 dt. 6.7.93 and No. 141 dt. 7.7.93, but wrongly put as 7.6.93 below his initial (Extt. M.8 to 11 & 11/1 respectively).

All these were prepared and signed by the workman as the Cash Clerk in course of discharge of his duties.

All these documents –Extt. M.1 to 11 along with the two Leave Applications of the workman (Extt. M.13 & 13/1) were sent to the Hand Writing Expert for examination as per the letter of Sri Gautam Kumar Sinha, the Manager, Bank of India, Dhanbad (Ext. M.12).

12. Further statement of MW1 Banshidhar Upadhyay (B.D. Upadhyay) transpires the indisputable fact that the Bank has the system to balance month wise for ascertaining the correctness of particular ledger and in course of which, they detected the differences of same amounts entered in the different Ledgers, accordingly the aforesaid particular entries as false and fictitious were detected. The Manager as per his chart in his pen and signature (dt. 26.7.95-Ext. M.14 with objection) had entrusted the different staff including the workman under its Sl. No.15 with the work of jotting the balances (from the Ledgers). Undoubtedly, the jotted balance of the S.B. Ledger No.42 dt. 26.7.93, which was allotted to Sri H.P. Srivastava, the Cash cum accounts Clerk, was yet suo moto prepared by the workman, who had unauthorisedly made two wrong entries of the figures – Rs.25,630.40 p and Rs. 22,780.30p (Ext. M.15/1) instead of the actual figures Rs. 27,630.40 and Rs. 20,780.30 p.in order to adjust the fictitious entry of Rs.2,000 in S.B. Ledger No. 42 (Ext.M.3) as a result Mr. Srivastava had submitted his report (dt.21.9.93 –Ext.M.17)(on merit) under his signature to the Branch Manager. It is remarkable to note that the Slip(the rough plain paper)(Ext.16 with objection), which was written by the workman, was handed over by himself specifically refers to as under:

$$“8359 - 7.7.93 = 50,000$$

$$3362 - 28.6.93 = 3,000$$

$$9115 - 2.7.93 = 2,000”$$

With cross mark X,X2 (frontly) & X respectively which signify the S/B A/c Nos. of customers Vijay Poddar,Jaishree Devi and unnamed one related to their alleged transactions dt. 7.7.93, 28.6.93 and 2.7.93 in place of 2.6.93 of their relevant Ledger Nos. 38,10 & 42, their Folio Nos. 312,292 and 291 (Extt. M.1 to 3) respectively.

Thus, the MW1 has asserted the framing of the charges as justified against the workman for his misconduct.

13. The cross examination statement of MW1 Banshidhar Upadhyay reveals the procedure how money is deposited by the customer through his Pay-in-slip under his signature or LTI in the Bank; after scrolling the money, it is accepted by the Bank; thereafter the person-in-charge affixes the Bank's stamp on the counter part of Pay-in-slip being with the Bank, the money deposited is recorded in the Ledger concerned; and as per the procedure ,one officer of the Bank will check all the entries in the ledger day to day, and put his initials therein. Whether the depositors concerned appeared before the Enquiry Officer for their claim to have been deposited appears to be beyond his personal knowledge of MW1 and he has firmly stated the of MW1 and he has firmly stated the inability of the management to produce the Pay-in-Slips ,then as the same to have been destroyed by the workman which was beyond the his personal knowledge. According to the Management witness (MW1),the Ledger Folios (Extt. M.1 to M.4) and the Cash Receipt Register – Ext.M.6 to M.11 bear his initials and signatures (Ext. M.5 to M.6/1) in Red Circles respectively, but in fact the petition (one leave application) marked as Ext. M.13 was written by the workman but the documents marked as Ext. 13 & 13/1 (both leave applications on merits) were written by the workman; on the relevant date as per the chrgesheet,the workman was not in charge of scroll Register. He (MW1) has further stated in cross examination that the record has no pay-in-slip of the customer/officials; the Ledgers had no signature of the officer concerned over the period dated 28.6.93, 7.7.93, 2.6.93 and 12.3.1993, rather all these were under the forged signatures, but he (MW1) could not say whether the aforesaid initials over the said dates were done by the workman or by whom.

14. MW2, Hari Bhushan Srivastava, (also known as Hari Bhushan Pd. Srivastava) as the then Cashier-cum-Accounts Clerk, has stated to have known Dilip Kumar Sao (the workman) posted as the Cashier at Dhanbad Branch of Bank of India. It is indisputable truth that as per the order dt. 26.7.93 of the Branch Manager concerned (Ext. M.14), the Ledger No's 42 and 43 were to be written / jotted down by himself on separate sheets regarding its balances of accounts related to the date 26.7.1993,but the Ledger No.42 is in the pen of the workman ,who was allowed to jot down at whose request and due to his (MW2) being under pressure of work for that date, but it turned out to him after enquiry that the workman jotted down lesser amount Rs. 25,630.40 than the amount of Rs. 27,000 and odds (already marked Ext. M.15/1). His alleged letter dt. 21.9.1993(already marked as Ext. M.17) in their pen and signature of the witness (MW2) was given to the vigilance ,but it appears to be his voluntary written statement evidently in presence of Sri Gautam Sinha,

Manager, Dhanbad Branch and Mr. B.D. Upadhyaya,the Staff Officer (MW1 on merit), and Mr. B.N. Bhatia,the Vigilance Officer. It accounts for allotment of the Ledger No. 42 & 43 by the Manager for jotting down on 26.7.1993, but on that date while he was working in the clearance deptment, workman Dilip Kumar Saw approached in the evening, and requested him to give him the Ledger No. 42 for jotting it which was unjotted till then; he gave it to him at his re-request by earlier asserting it to be jotted by himself on getting time; after some time at the end of his work, he (MW2) took back his Ledger and completed his jotting after page of 300 of the Ledger No. 42 jotted by the workman.

15. The cross examination of the Management witness (MW2 Hari Bhushan Srivastava)also affirms that posting of account in the Ledger is jotting down on the basis of Pay-in-slip. It is verified on the basis of Pay-in-slip thereof by the Higher Authority on the same day, and by the Authority under his signature. The jotting of Ledger No. 42 bears no initials of Higher Authority .The witness (MW2) in cross pare 9 has also affirmed his aforesaid statement about letting the workman jot in the balance in the Ledger No.42 at his repeated request for it, and that in July and August,1993,he had not submitted any written report to the Manager or any Authority about the jotting down of the balance by the workman, not by him, in the said disputed ledger, nor about less entry of jotting balance by the workman; and that he (MW2)had given his statement after two months of the occurrence.

16. MW3 Gautam,Kr.Sinha,the Dy.G.M.,Bank of India,posted Northern Zonal Audit Office,delhi was the then Branch Manager of the Bank at Dhanbad. His entire statement on merit appears to be corroborative to those of Sri Banshidhar Upadhyaya (B.D.Upadhayay) and Hari Bhushan Srivastava (Hari Bhushan Prasad Srivastava as H.P.Srivastava as the MW1 and MW2 on the merits respectively).According to him (MW3), during his tenure as per his order dt. 26.7.93 (Ext.M.15) be read as Ext. M.14,as the former is Account Balance Sheet dt. 26.7.93 of the Ledger (42), the Ledger Nos. 44 and 45 to workman Dilip Kumar Saw and the Ledger Nos. 42 and 43 to Shri H.B. Srivastava, both Cashier-cum-Accounts clerk, were allotted for the jotting down the balance of individual accounts, but the four entries of the credit amount Rs. 50,000/- and Rs. 3,000/- and Rs. 2,000 and Rs. 6,000 were falsely made by the workman in the Ledger Folio Nos of the Account Nos. 8351, 3362, 9115 (carried over from the different page) and Rs. 6546 of S/Shri Vijay Poddar, Smt. Jayasri Devi, unnamed person and Hari Saw on 7.7.93, 28.6.93, 2.6.93 and 12.3.93 (Ext. M.1 to 4 respectively) which were detected during the balancing process by the Balancing team as per Cash Receipt Books (Ext. M.5 to M.11 into which daily cash deposit is recorded, but all the aforesaid false entries of the Account have not been made which were sent as per his letter no 207 dt. 9.10.93

(Ext. M.12), in response to which he got the report of the Hand writing Expert as per his letter No. 0181 (G) dtd.19.10.93 (Ext. M.17) corrected as Ext.M. 18, as the statement dtd. 21.9.93 of Sri H.P.Srivastava,Staff cum Accounts Clerk (MW2 on merit) already marked as (Ext. M.17). In result, the workman was charge sheeted as per the charge sheet (Ext. M.2) along with Memorandum dtd. 22.11.1993 (Ext. M.1), and the domestic enquiry was held in accordance with the chargesheet, and he (MW3) was examined as a witness for the management.

17. The statement of Mr.Gautam Kr. Sinha, the then Branch Manager of the Bank at Dhanbad (MW3) reflects neither written report of aforesaid customer Vijay Poddar and others concerned about the deposit and return of their respective amount, nor their demand for their false credited amount. It indicates the duty of the Officer-in-charge of the Cash Department along with Chief Cashier Sri Ram Naresh Roy to verify the cash receipt Books daily, none of them being unaware of it informed of the detection of the fraudulent entries of credit amount nor any written information of Mr.Srivastava about the Ledger being jotted by the workman concerned, though the witness (MW3) asserted to have jotted down the Ledger No. 42 by the workman on account of Mr. Srivastava being overpresed with the work of clearance in the clearance section, the Manager does not put his signature in every book. His assertion vividly indicates that monthly jotting of balance occurs last week of each month, and the balancing process takes time almost one and half month around due to backlog and volume of the labour involved; and after balancing the Balancing Incharge puts his signature just as that Balancing Officer as well as the allottee put his signature after balancing the credit/debit amount on the balancing-book on the particular date and that the jotting of Ledger No. 42 bears no signature of the Balancing Officer; and the aforesaid Hand writing Expert, though licensed one, was a private one. The witness (MW3) denies the allegation about the writing of Ledger No. 42 by him, and making the workman a scape-goat for his negligence in order to save himself.

18. Whereas the statement of Mr. Dilip Kumar Saw, the workman has absolute denial to have posted any account of the said Account Holders on the relevant dates by forging the signatures of Sri B.D. Upadhyay, the Staff Officer in the S.B. Ledger No. 42 after forcibly snatching it from Shri H.P. Srivastava, who was the In charge of it. He has also denied to have jotted the balance in Ledger No. 42 in order to justify or cover up the forgery done by him. To him, the allegations about the crediting the amount of Jayshree Devi and other concerned on the relevant dates and keeping their amount with himself without scrolling their Accounts were false, as he was not on scroll duty on the aforesaid relevant dates ; Ledger Nos. 42 & 43 were maintained by Shri H.P. Srivastava and the Manager, himself respectively; moreover, none of the aforesaid

Account Holders complained about it against him (WW1) rather he (WW1), had put in writing in course of the enquiry that none of them had given him any amount for crediting on the relevant dates as specified in the chrgesheet, so his dismissal by the management was wrong, and his demand for reinstatement in his service is quite justified.

19. The workman as per his written argument has submitted that there is no evidence, oral or documentary adduced by the management to prove the allegation of forging initials of Shri B.D.Upadhyay by the workman, as Mr. Upadhyay (MW1) in his cross Para expressed his inability to say whether the initials over the relevant dates were done by the workman; the alleged Pay-in-slip and the Ledger have not been filed to prove the charge; the workman neither gained anything nor caused any loss to the management and that not Hand Writing Expert has been examined to prove the fact, as such the charges levelled against the workman have not been proved. But the plea of the workman about his forcibly snatching of the Ledger No.42 from Mr P.S.Srivastava to whom it was allotted for jotting ,as stated in his evidence, appears to be baseless, rather it was alleged to have been taken through persuasion.

20. Just contrary to it, Mr. D.K. Verma has to contend that at the de novo enquiry, all the witnesses (of the MW1 to 3 on merits) of the O.P./Management have properly and irrefutably established how the workman as Cashier cum Accounts clerk fictitiously made the credits in the Accounts of Mrs. Jayshree Devi and Mr. Vijay Poddar on the relevant dates without factual cash, clearance or transfer transactions, and how he tried to adjust one of the fraudulent credits in the Account No. of Sukumar Banerjee by adjusting the amount of Rs. 2,000 in the Account of Mr.S.Ahmed Khan in course of the jotting in the balance sheet of S/B Ledger No. 42 unauthorizedly by forging the initials of the Mr. B.D. Upadhyay, Staff Officer against the entries on the relevant three dates with intent to authenticate the fraudulent credits; thus all the charges levelled against him stood proved as his gross misconduct, and that preponderance is sufficient to prove the charges against the workman in the proceeding. Further, Mr.Verma, the Learned Counsel for the O.P./ Management submits that in the Bank, which is the Bankar of the Public, highest degree of integrity of its employee is required, so its any employee of doubtful integrity is not liable to remain in the service of the Bank, as such, his dismissal for his aforesaid gross misconduct is quite proportionate to the nature of intentional fraudulent activities; he deserves no mercy at all.

21. On perusal and consideration of the materials available on the case record, I find the facts as under:

- (i) It is indisputable that the workman was working as the Cashier-cum-Accounts Clerk in the Bank of India in the year 1993, and he

was allotted the Ledger Nos. 44 & 45 just as his colleague Mr. H.B. Srivastava,then Cashier cum Accountant (MW2) was allotted the Ledger Nos. 42 & 43 for jotting down their own balances as per order dtd. 26.6.93 (Ext.M.14) of Gautama Kumar Sinha,the Manager of the Bank (MW3);

- (ii) There is no dispute that the balancing team is organized mostly by the Bank for jotting of the balances individual accounts of the customers of the Bank; and the jobs of the jotting of the balances are allotted to all the staff members of the Bank;
- (iii) The workman has denied to the discharge of his duty on the relevant on four dates, i.e., 28th June, 7th July, 2nd June & 12th March in the same year 1993 while working as a Cashier-cum-Accounts Clerk in the Bank of India, Dhanbad, as per the charge sheet (Ext. M.2 on merit);
- (iv) Irrespective of the examination of the Hand Writing Expert as contended by the workman,his failure to positively rebut the solemn assertive statements of Mr.Banshidhar Upadhayay also known as B.D.Upadhyaya,the Checking Officer and Mr Hari Bhushan Srivastava,the Cashier-cum-Accounts Clerk(MW1 & MW2 on merit respectively)as to proof of the forgery of their respective initials and endorsements made by the workman over the relevant documents of the Ledgers, their Folios of certain customers: Bijay Poddar,Jaishree Devi,one unnamed and Hari Saw against their Account Nos. on the said relevant dates (Extt.M.1 to M.4 and their Series 1/1 to 4/1 respectively) and false entry of Rs. 2,000 as adjustment by him (Ext. M.15/1) in the Ledger No.42 on 26.7.93 (Ext. M.15) manifests the workman has nothing except denial.
- (v) All the three charges as stated in the charge sheet (Ext.M.2) stood evidently proved against the workman as evident from the Report of findings of the Enquiry Officer.

22. Irrespective of any loss to the Bank, the fraudulent activities of the workman in discharge of his duties on the relevant four dates constitute dead sure gross misconducts under clause 19. 5 (J) of the First Bipartite Settlement dtd.19.10.66 –which were highly prejudicial to the interest of the Bank.

Under these circumstances, the workman deserves no relief under Sec.11A of the Industrial Dispute Act, 1947, so his dismissal after second Show Cause for his

intentional misconduct is quite just, legal and proportionate to his grave misconduct.Hence,it is ,hereby, in the terms of the reference :

ORDERED

That the Award be and the same is passed that the action of the Management of Bank of India, Dhanbad in dismissing the services of Shri Dilip Kumar Saw, Cashier/ Accountant is quite legal and justified. If the Banker has lost confidence in him in course of Banking transaction highly sensitive to public services, the workman is not at all entitled to any relief, as such intentional grave misconduct of such Cashier/Accountant is highly intolerable for the Banker in view of Public Service. Let the copies – one Soft and one hard of the Award be sent to the Hon'ble Ministry, Labour & employment, Government of India for information and needful publication in the Gazette of India.

KISHORI RAM, Presiding Officer

नई दिल्ली, 17 सितम्बर, 2013

का.आ. 2275.—औद्योगिक विवाद अधिनियम, 1947 (1947

का 14) की धारा 17 के अनुसार में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 53/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-09-2013 को प्राप्त हुआ था।

[सं. एल-12011/83/2010-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 17th September, 2013

S.O. 2275.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2011) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workman, which was received by the Central Government on 11-09-2013.

[No. L- 12011/83/2010-IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 4th September, 2013

Present : K. P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 53/2011

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10

of the Industrial Disputes Act, 1947(14 of 1947), between the Management of M/s Indian Bank and their workman)

Between :

The General Secretary :Petitioner/1st Party
 Indian Bank Employees Association, No. 17,
 Ameerjan Street,
 Choolaimedu
 Chennai-600001

And

The General Manager :Respondent/2nd Party
 Indian Bank, Head Office
 Rajaji Salai,
 Chennai-600001

Appearance:

For the 1 st Party/ Petitioner	: Sri G. Gopal, Gen. Secy., Authorized Representative
For the 2 nd Party/ Management	: M/s T.S. Gopalan & Co., Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12011/83/2010-(IR(B-II) dated 27.05.2011 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Indian Bank, Vellore in imposing the punishment of compulsory retirement from service upon Sri M. Ramachandran, an ex-sub-staff (Peon) vide order dated 09.12.2006 is legal and justified? What relief the workman is entitled to?”

2. After the receipt of the Industrial Dispute this Tribunal has numbered it as ID 53/2011 and issued notice to both sides. Both sides have entered appearance through their counsel and have filed their claim and counter statement respectively.

3. The facts of the case leading to the raising of the Industrial Dispute and the reference by the Government are these :

One Mrs. Amsa, W/o Sri G. Dhanakotti approached the Manager of Odugathur Branch of Indian Bank on 14.08.2004 to withdraw the amount in the Savings Bank Account of her husband Dhanakotti in the branch. Dhanakotti who was holding SB A/c No. 12989 in the Bank had died on 17.04.2004. Amsa had approached the Bank under the impression that there is a balance of amount 45,000 in the account of her husband. To her horror she was informed that Rs. 22,000 had been withdrawn out of the balance

amount in the account on 17.05.2004 and another Rs. 22,000/- on 18.05.2004, both using withdrawals slips. Apparently both these withdrawals were made after the death of her husband Dhanakotti. Mrs. Amsa, just a rural woman, approached the President of the Panchayat and poured out her grievances to him. He seems to have made some enquiry based on suspicion and approached Ramachandran, a Sub-Staff of Odukathur branch of the bank who is the one referred to in the schedule in the present Industrial Dispute and also another Sub-Staff, Chakravarthy. Both of them admitted to the President of the Panchayat that they in unison, with the help of Ramesh, a relative had withdrawn the amount. Ramesh seems to have been made to pose as Dhanakotti made to pose as Dhanakotti to get withdrawal slips and claim the amounts from the Bank. Ramachandran and Chakravarthy, gave confession statement stating that they have withdrawn the amounts. Later they remitted the amounts to the bank also, Chakravarthy Rs. 31,000 and Ramachandran whose case is under consideration here Rs. 13,000/-. The bank had proceeded against the employees who allegedly erred, separately. Domestic enquiry was conducted against Chakravarthy first and against Ramachandran subsequently. The Enquiry Officer found that the two employees have withdrawn the amounts with the help of Ramesh with the knowledge that Dhanakotti is not alive. It is found that they have manipulated a Pass Book in the name of Dhanakotti and used Ramesh and who described himself as Dhanakotti had approached the Bank and withdrawn amounts from the Bank for the benefit of Ramachandran and Chakravarthy. The Disciplinary Authority, after issuing proper notice to the erring employees imposed the punishment of Compulsory Retirement under Clause-6(C) of the Bipartite Settlement. This was confirmed in appeal also.

4. After punishment was imposed on the employee Ramachandran, the Indian Bank Employees Association raised an Industrial Dispute with the Asstt. Labour Commissioner to direct the management of the Indian Bank to quash the punishment imposed on Ramachandran who is a member of the Association. Since the conciliation effort failed, conciliation report was submitted to the Ministry of Labour and Employment and it is accordingly the reference was made.

5. In the claim Statement it is stated by the first party that the management of Indian Bank had failed to prove the charges against Ramachandran in the domestic enquiry and still he was imposed a very severe punishment of Compulsory Retirement from service. After the Disciplinary Authority had imposed this punishment Ramachandran had appealed to the Appellate Authority

but the Appellate Authority had mechanically upheld the punishment the Compulsory Retirement without going into the merits of the case of Ramachandran. According to the first party Ramachandran was not at all involved in the alleged misappropriation. According to him the only mistake committed by Ramachandran was that he issued token to the presenter of the instrument in the SB A/c No. 12989 and also debited the account. According to him it was the practice of the branch to employ such members also to do clerical work in times of exigency with the knowledge of the Manager of the Branch and it was in this manner, on 17.05.2004 when the Ledger Clerk came late, Ramachandran had issued token to the presenter of the instrument in the SB A/c No. 12989. The instrument was sent for passing and it was duly passed by the concerned authority. According to the first party, when it was found that Ramesh, a relative of Chakravarthy who is the other Sub-Staff of the Odagathur branch was the impersonator, they had hatched a conspiracy to implicate Ramachandran also in the issue. Again, it is also stated in the Claim Statement that it was only because of the threat of the Branch Management coupled with that of local Panchayat President, Ramachandran had to share a portion of the alleged misappropriated amount, even though he was innocent. The first party submits that the punishment of compulsory retirement from service is severe and unjust and it is to be quashed and Ramachandran is to be reinstated into service with full backwages.

6. In answer to the claim Statement filed by the first party, the second party, the General Manager of the Indian Bank had submitted a counter statement. In the counter statement it is stated that on 17.04.2004 on which date Dhanakotti died, SB A/c No. 12989 in his name had a credit balance of Rs. 44,457/- Amsa W/o Dhanakotti had approached the Bank with a death claim application for this amount. On verification of the SB ledger it was found that Rs. 22,000/- was withdrawn from the account on 17.05.2004 and another Rs. 22,000/- was withdrawn on 18.05.2004, the next date itself through withdrawal slips. So at the time when Amsa approached the Bank there was a balance of Rs. 257/- only in the account in the name of Dhanakotti. Amsa had reported the matter to the President of Serpadi Village Panchayat, her own village. On 14.08.2004 Panchayat President and an School Teacher of the area had enquired the matter with Ramachandran and Chakravarthy and they had admitted that they have withdrawn Rs. 44,000/- and had promised to make good the amount. They also gave a joint statement to this effect on 16.08.2004. On 20.08.2004 Ramachandran remitted Rs. 13,000/- and Chakravarthy remitted the balance amount of Rs. 31,000/- to make good the loss. When investigation was done by an Officer of the Bank it was revealed that the two employees had approached Ramesh, and had given

him a duplicate Pass Book of the SB A/c in the name of Dhanakotti alongwith a duly filled withdrawal slip and made him approach the bank and present it. On 17.05.2004 the Manager as well as the Asstt. Manager of the Bank were on leave and the Manager of the another branch was acting as Manager. It is alleged that Ramachandran unauthorisedly made entry for withdrawal in the ledger and issued token to Ramesh. He also persuaded the Manager-in-Charge to pass the withdrawal slip. In the same manner Rs. 22,000/- more was withdrawn on the next day. According to the second party the disputed documents were referred for the opinion of the forensic experts and opinion has been obtained that the entries in the ledger sheet and the figures filled up in the requisition slip were written by Ramachandran. According to the second party, the concerned workman, Ramachandran and Chakravarthy had got a duplicate Pass Book made and had handed it over to Ramesh and had persuaded him to submit it at the Bank alongwith the withdrawal slip. It is stated by the second party that proper enquiry was conducted against Ramachandran and it was on the basis of the findings in the enquiry the punishment of Compulsory Retirement was imposed on Ramachandran. It is further stated that on his cessation of employment Ramachandran had received the amount due towards gratuity and also his provident fund dues. He is said to be getting a monthly pension of Rs. 2,718/- also. According to the second party no interference is required on the imposition of compulsory retirement on the employee concerned. According to him the claim of the first party is to be rejected.

7. The first party has submitted a rejoinder in answer to the counter statement. It is mostly a repetition of what is stated in the claim statement. According to the first party Ramachandran had paid Rs. 13,000/- to the Bank due to coercion by the local panchayat leader and also pressure from the officials from the Bank. It is also stated that he was forced to bear part of the amount only because he gave the token and debited the instrument. Confession letter was also obtained in this manner, it is stated.

8. The points for consideration are :

- (i) Whether there is any justification for the management of Indian bank in imposing the punishment of Compulsory retirement from service upon Ramachandran?
- (ii) If not what is the relief the workman is entitled to?

9. Evidence in the case consists of documents marked as Ex.W1 to Ex.W6 on the petitioner's side and Ex.M1 to Ex.M29 on the Management's side. No oral evidence has been adduced by either side.

Points (i) & (ii)

10. It is a case where domestic enquiry has been conducted by the allegedly erring employee and punishment of compulsory retirement from service has been imposed on him. During the argument advanced by the First Party it has been made clear that there is no case for the First Party that the domestic enquiry has not been conducted in a proper manner, that enquiry has been proceeded against principles of natural justice. The enquiry report and the entire enquiry proceedings is available on the file. On going through this I do not find any reason to find fault with the manner in which the enquiry has been conducted also.

11. The fact to be considered initially is whether the findings arrived at on enquiry was a perverse one. Then, even if the findings is proper, there is the question whether the punishment imposed is harsh and is not commensurate with the gravity of the act allegedly done.

12. The Claim Statement and the Counter Statement in the case make clear under what circumstances Ramachandran has been sent out of service by way of Compulsory Retirement. As already stated, the case is that he alongwith another Sub-Staff managed to get the help of one who is related to both of them and withdrew amount from the account of a person who has already expired. What is stated is that they manipulated a Pass Book, handed it over to this relative and issued withdrawal slips to his relative who approached the Bank with this Pass Book thus enabling him to withdraw the amount. The withdrawal is said to have been made for the benefit of Ramachandran and also Chakravarthy, the other Sub-Staff. This relative has been examined during the domestic enquiry also.

13. It is very much clear from the Claim Statement given by the First Party itself that certain facts are very much admitted by Ramachandran. The case of the Second Party all along is that when the malpractice of the erring employees has been found out the Panchayat President of the area in which the wife of the account holder is residing had been given a confession statement from them to the effect that they were instrumental for withdrawing amounts from the account of deceased Dhanakotti. It is stated in the Claim Statement that the only mistake Ramachandran has committed is that he issued token to the presenter of the instrument in the concerned SB Account and also debited the account. Thus the fact that the token was issued by Ramachandran himself is there in the claim statement as an admission. It is also stated in the Claim Statement that the so-called confession letter was obtained from him through coercive tactics. There is also the statement that only because of the threat of the bank management, coupled with that of Local Panchayat President, Ramachandran had to share a portion of

the alleged misappropriated amount even though he was innocent, alongwith Chakravarthy who was the real culprit in the whole affair.

14. What is to be deciphered from the Claim Statement is that Ramachandran is the one who had issued the token on 17.05.2004, He had given a confessional letter regarding his involvement in the affair and also had remitted a part of the amount, while the other part was remitted by Chakravarthy, the other Sub-Staff. The argument advanced by the petitioner is that it was only on account of coercion, a confessional letter has been given by Ramachandran and a part of the amount has been remitted also; It could also be seen from the nature of the argument advanced by the petitioner that the attempt has been to put the entire blame on Chakravarthy, the other Sub-Staff. Chakravarthy has also been proceeded by the Bank and he too has challenged the findings of the domestic enquiry by raising industrial dispute which has been referred to this Court and has been numbered as ID 75/2009 and disposed by my predecessor. The copy of the order in ID 75/2009 has been produced by the Second Party and marked as Ex. M29. I have referred to this at this stage itself only to point out that in that ID the attempt has been to put the entire blame on Ramachandran on whose behalf the first party has raised the dispute. At this juncture I must also add that my predecessor has found that the punishment of compulsory retirement imposed on Chakravarthy is commensurate to the gravity of the offence and therefore he is not entitled to any relief. This award seems to have become final also.

15. Is there any basis for the argument advanced by the petitioner that Ramachandran has nothing to do with withdrawal of the amount and that he was made to confess using force and coercion? On going through the enquiry file itself it could be seen that the argument advanced is without any basis. It could be seen that such a case has been advanced as an afterthought. It could be seen from the enquiry file that initially a preliminary enquiry has been conducted by the Vellore Circle Office of the Bank. The report of the enquiry is seen marked as Ex.M17. At this stage there was no case at all for Ramachandran that he was forced to make a confessional statement by the Bank or the Panchayat President. At that time the case of Ramachandran was that because of his financial difficulties and at the instigation of Chakravarthy he had debited the account as the presenter gave the Pay Order with the Pass Book. Ex. M17 report is on 21.08.2004. This has come soon after the alleged act. What is to be deciphered is that at this time there was no case of forcing to a confession for Ramachandran.

16. The enquiry report reveals that there was no question of Ramachandran debiting the account without the knowledge that Ramesh is not the actual account

holder. The enquiry report reveals that this Ramesh is a relative of Chakaravarthy as well as Ramachandran. So necessarily Ramachandran must have knowledge that the one who approached him for withdrawing the amount is not Dhanakkotti, the account holder. There is no case for the petitioner at all that any force or coercion was exercised by any authorities of the Bank. The case is that when wife of Dhanakkotti realized that there is only a very small amount left in the account of her husband she had approached the Panchayat President of the area and had poured out her grievance on him and the Panchayat President and one school teacher had come to the Bank and verified and on suspicion approached Ramachaneran and Chakaravarthy. The Panchayat President was concerned not about misappropriation conducted by Ramachandran or his colleague Chakravarthy but was concerned that wife of Dhanakkotti was denied the amount that was actually due to her. It was only to see that she gets the amount, he had approached Ramachandran and Chakaravarthy. The two had admitted that they together had withdrawn the amount and had given a confessional letter to the President agreeing to make good the amount. It was on the basis of this confessional letter they had subsequently remitted the amount also.

17. During the enquiry against Ramachandran the relevant documents containing the signature and writings of Ramachandran were sent to Forensic Science Department. The copy of the report obtained is marked as Ex.M7. The report shows that the withdrawal slip and the relevant ledger entry contained the handwriting of Ramachandran. It was based on all the above aspects, it was found by the Enquiry Officer that Ramachandran has with fraudulent intention, in collusion with others withdrawn amount.

18. It has been argued by the petitioner that Ramesh who has given evidence in the enquiry proceedings is the actual culprit and that the Management, rather than proceeding against Ramesh has made him a witness to the case to book Ramachandran who is innocent in the whole affair. In this respect it is to be stated that Ramesh is not a employee of the Second Party Bank and the Bank would not be concerned whether he is convicted in Criminal Case or not. The Bank was concerned about fraud by its own employees. The Enquiry Officer has referred to the evidence of Ramesh who has stated under what circumstances he has helped Ramachandran and Chakravarthy. He seems to have been giving a helping hand to these two employees unaware of the gravity of his own act. The Enquiry Officer had no reason not to find that Ramachandran has deliberately committed the act. It was with sufficient basis the finding has been given by the Enquiry Officer. I do not find anything perverse in it.

19. Now the question to be considered is whether punishment imposed happened to be disproportionate to the nature and gravity of the offence committed. I should

say initially itself that it is not. The situation under which the act has been committed by Ramachandran along with his colleague is to be noticed. Dhanakkotti, the account holder had died only a few months ago. Probably they had noticed that his wife who is entitled to the amount is a rustic, rural woman and would not be in a position to question them. Taking advantage of the situation they have managed to manipulate a Pass Book in the name of Dhanakkotti and presented it in the bank fully aware that Dhanakkotti is not alive. There is no doubt that the offence committed by Ramachandran and his colleague is a very grievous one. It was only proper on the part of the Management to see that these two are not continuing in service. At the same time, to the benefit of Ramachandran and also his colleague, they were not removed from service in which case they would have been denied other benefits, but only given the punishment of Compulsory Retirement entitling them to draw pension. It is clear from the Counter Statement submitted by the Second Party that Ramachandran had already received his gratuity and also Provident Fund dues and that he is now drawing pension of almost Rs. 3,000/- p.m. So the argument that the punishment imposed is not in proportion to the offence committed also is without any basis. I find that the petitioner is not entitled to the relief of reinstatement in service as claimed. He is not entitled to any other relief also.

20. The reference is answered against the 1st Party.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 4th September, 2013)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : None

For the 2nd Party/Management : None

Documents Marked :

On the petitioner's side

Ex.No. Date Description

Ex.W1 17.06.2008 Charge Sheet CO/VLR/VIG/F280/101/2005 dated 17.06.2005 issued to Sri M. Ramachandran by Indian Bank Circle Office, Vellore

Ex.W2 05.10.2008 Letter from Sri M. Ramachandran to in reply to letter CO.VLR.VIG. F. 280. 246/2006 dated 16.09.2006 from Circle Office, Vellore

Ex.W3 06.02.2008 Orders of Appellate Authority/ General Manager

Ex.W4	06.12.2008	Letter to ALC (Central) by the Petitioner Union IBEA/GEN/49/2008-10 dated 06.12.2008 raising an Industrial Dispute	Ex.M15	20.08.2004	Letter from P. Dhanakotti, the Village Panchayat Presiding, Eriyur Village
Ex.W5	04.05.2010	Letter CO/VLR/VIG/F280/171/2010 dated 04.05.2010 to ALC (Central) by Indian Bank, Circle Office, Vellore	Ex.M16	29.11.2004	Branch forwarding covering letter dated 29.11.2004 addressed to the Director of Forensic Sciences Department
Ex.W6	30.07.2010	Reply by the Petitioner Union to the above letter by Indian Bank, Circle Office, Vellore	Ex.M17	21.08.2004	Investigation Report of S. Bagyanathan, Manager – C.O., Vellore
On the Management's side					
Ex.No.		Date	Description		
Ex.M1		22.08.2005			
		08.09.2005			
		24.11.2005	Proceedings of Enquiry		
		07.12.2005			
		13.12.2005			
Ex.M2	17.05.2004	Withdrawal slip no. 862185 for Rs. 22,000/- in the SB A/c No. 12989	Ex.M19	20.08.2004	Copy of the letter dated 20.08.2004 given by the CSE addressed to the DGM, C.O., Vellore
Ex.M3	18.05.2004	Withdrawal slip no. 862062 with SB A/c No. 12989	Ex.M20	20.08.2004	Pay-in-Slip dated 20.08.2004 for Rs. 13,000/- remitted by the CSE
Ex.M4	19.08.2004	Letter of Mrs. Amsa	Ex.M21	-	Summing up of the Presenting Officer in respect of charge sheet no. CO/VLR/CIG/F280/101/05 dated 17.06.2005 issued to the CSE M. Ramachandran
Ex.M5	-	Specimen signature card related to SB A/c No. 12989 of Late G. Dhanakotti	Ex.M22	22.03.2005	Defence brief in respect of enquiry against M. Ramachandran
Ex.M6	17.11.2007	SB Sheet No. 141147 pertaining to SB A/c No. 12989 from 17.11.1997 to 16.04.2005	Ex.M23	01.07.2006	Findings of Enquiry Officer in respect of dated 17.06.2005 issued to M. Ramachandran
Ex.M7	07.07.2004	Death Certificate of G. Dhanakotti	Ex.M24	15.07.2006	Comments on the findings of the Enquiry Officer in respect of the enquiry conducted against M. Ramachandran
Ex.M8	18.01.2005	Report of Forensic Sciences Department, Chennai (Annexure containing MEX-7/1 to 7/20)	Ex.M25	16.09.2006	Second Show Cause Notice of disciplinary authority issued to M. Ramachandran proposing punishment of compulsory retirement and offering personal hearing and postal acknowledgement
Ex.M9	-	SB A/c Pass Book No. 12989 of Late G. Dhanakotti	Ex.M26	03.11.2006	Letter from Respondent offering P.H. on 14.11.2006
Ex.M10	20.05.2005	Letter from K. Ramesh	Ex.M27	14.11.2006	Proceedings of personal hearing
Ex.M11	11.08.2005	Letter from K. Ramesh	Ex.M28	09.12.2006	Order of Disciplinary Authority awarding punishment of "Compulsory Retirement"
Ex.M12	11.08.2005	Letter from Mrs. Amsa	Ex.M29	20.01.2011	Award of C.G.I.T. in ID No. 75 of 2009
Ex.M13	16.08.2004	Letter received from M/s. M. Ramachandran and P. Chakravarthy			
Ex.M14	20.08.2004	Letter given by Mrs. Amsa addressed to B.M. Circle Office			

नई दिल्ली, 17 सितम्बर, 2013

का.आ. 2276.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 09/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-09-2013 को प्राप्त हुआ था।

[सं. एल-12011/50/2010-आई आर (बी-II)]
रवि कुमार, अनुभाग अधिकारी

New Delhi, the 17th September, 2013

S.O. 2276.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 09/2011) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 16-09-2013.

[No. L-12011/50/2010-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT, GUWAHATI ASSAM.

PRESENT : Sri L.C.Dey, M.A. LLB. Presiding Officer

CGIT-CUM-LABOUR COURT, GUWAHATI.

In the matter of an industrial dispute between

The Management of Union Bank of India, Central Office
Mumbai.

Vrs.

Workman Sri K.K. Das, represented by the General Secretary, North Eastern Region Union Bank Employees Association.

Ref. Case No. 09 of 2011

APPEARANCES.

For the Management: Mr. B. Bhattacharjee. Manager (HR)

For the Workman : Mr. S. Chakrabarty, General Secretary, NERUEBA

AWARD

1. This Reference is initiated on an Industrial Dispute existed between the employers in relation to the Management of Union Bank of India, Central Office and their workman Sri Kishore Kumar Das, which was referred to by the Ministry of Labour & Employment, Government of India, New Delhi vide their Order No.L-12011/50/2010-IR(B-II) Dated: 09-05-2011. The Schedule of the Reference as under :

SCHEDULE

“Whether the action of the management in relation to the Union Bank of India, Kolkata, in awarding punishment of compulsory retirement with superannuation benefits from services of the Bank to Shri Kishore Kumar Des, Head Cashier vide order No. FGMO.HRM:DA: 2627 dated 6th October, 2009, is just and proper? What relief the workman is entitled to?”

2. On receipt of the order of Reference this Reference Case has been registered and notices were served upon both the parties who appeared and contested the proceeding by filing their claim statement/written statement and adducing evidence along with documents.

3. The case of the Union as it appears from Claim Statement submitted by the Association, inter-alia, is that the workman Sri Kishore Kumar Das was working as Head Cashier at Pathsala Branch of Union Bank of India, and was discharging his duities jointly with one of the responsible officers of the Branch as per the instruction of the Branch Manager in the same cash cage. On 19-7-2008, shortage of a sum of Rs.1,34,000/- was found while tallying cash balance at the close of business for the day. There was no less receipt or excess payment made by Sri Das while carrying out day's transaction, confirmed by the Investigating Officials on 19-7-2008 in the Branch. Then Sri K. K. Das immediately brought the matter to the notice of the Branch Manager and requested for necessary verification but the Branch Manager instead of paying any heed to the request pressed upon him to arrange for the short amount immediately. While Shri Das being alone as an award staff cadre in the Branch at that moment, without raising any doubt or allegation on other officer, who worked with him jointly from the same cash cage/counter requested to record the said shortage for the day and assured to arrange the money in case of failure to trace out the amount by the Branch within 7 days. Ultimately without getting any response from the Branch, Sri Das refunded and deposited the entire money on 26-07-2008 by availing loan from the Provident Fund Account. On 21- 7-2008 two officials from Regional Office, Guwahati reached Pathsala Branch for investigating the case of shortage that occurred at the Branch on 19-7-2008, who submitted their report, which became a prime document in the departmental enquiry. In their report they mentioned that :—

- (i) The cash at Pathsala Branch is under dual control of Mr. T.Nighthe, Asstt. Manager and Mr. Kishore Kumar Das, the Head Cashier of the Branch.
- (ii) It was established that shortage of cash was in the cash vault of the Branch which is under dual control as per laid down norms of the Bank.
- (iii) It was established that no shortage of cash occurred while carrying out day's transaction by Sri Kishore Kumar Das.
- (iv) It was established that all books related to handling of the vault are jointly signed by the authorized Asstt. Manager and Head Cashier of the Branch each and every time cash was withdrawn or deposited in the vault, as per norms of the Bank.
- (v) It was established that on the date of shortage of cash at the Branch, other responsible official of the Branch also carried out cash transaction sitting in said cage/desk.

Thereafter on 9th August, 2008 the Management initiated disciplinary proceeding against Sri Das and subsequently imposed punishment of compulsory retirement vide their order No. FGMO:HRM:DA:2627 dated 6th October, 2009 on the following charges.

Gross Misconduct.

(1). Doing acts prejudicial to the interest of the Bank involving or likely to involve the Bank in monetary loss.

(2). Willful damage or attempt to cause damage to the property of the Bank.

Minor Misconduct.

I. Breach of rule of business of the Bank or instruction for running of any department.

The Association has stated that the Management though imposed capital punishment on Sri K. K. Das neither inquired into the role of other two officials of the Branch, one whom was one of the joint custodian of cash vault from where shortage of cash was established, and the other who also carried out day's transaction from the same cage/desk from where Sri K. K. Das carried out transaction on that day. Thus the act of the Management in conducting the disciplinary proceeding is bad in law right from the beginning of the preliminary proceeding. It is also found clear that the discrepancy was with respect to the entries made in the safe-in-safe out register in as much as the cash in vault and the cash shown in the register did not tally; and there was no discrepancy whatsoever in the transactions which took place in the cash counter on 19-07-2008. The said cash vault and cash register were maintained jointly by Sri K. K. Das, Head Cashier and Sri

T.Ngithe, Asstt. Manager when the discrepancy/shortage of Rs.1,34,000/- took place. So the whole process is biased and prejudicious thereby causing irreparable losses to Sri K. K. Das and his family.

It is also pointed out by the Association that the Inquiry Officer and the Disciplinary Authority were not capable enough to discharge their duties and misfit for the job assigned to them or acted with some ill motive in drawing conclusion in imposing punishment. Sri KKDas hails from a Schedule Caste family, with little education, promoted from the post of Peon to the post of Head Cashier was compelled to refund the entire cash short of Rs.1,34,000/-. It is also mentioned by the Association that by holding Sri K. K. Das as guilty does not hold any good as the same Management either maintained conspicuous silence or took lenient view on various acts, prejudicial to the interest of the Bank causing loss and inviting damage to the bank by the acts of responsible officials of the Bank; thus the action of the Management is discriminatory and biased. Therefore the Association prayed for award to :—

- (i) direct the bank to quash the order of compulsory retirement and any other order served on Sri Kishore Kumar Das.
- (ii) Pay actual wages, dues and benefits as entitled as regular and permanent employee of the Bank and to regularize the services of Sri KKDas.
- (iii) Pay full compensation for the sufferings to Sri K.K. Das and family for the period.
- (iv) To fix responsibility and accountability to the erring officials to stop recurrence of similar lapses.
- (v) Pay other relief/reliefs to which the workman may be entitled to under law and equity may also be given and pass any other order your Honour deem fit and proper.

4. The Management, on the other hand pleaded that the Reference is not maintainable in as much as Sri Kishore Kumar Das is not a workman within the meaning of Industrial Dispute Act and as such, the Reference is not maintainable and the same is liable to be referred back to the appropriate Government as the purported Industrial Dispute was referred without considering the provision of the Industrial Dispute Act and the relevant issue is not an Industrial Dispute as such, the Notification dated 9-5-2011 is illegal and this Tribunal has no jurisdiction to adjudicate the issues which are not industrial disputes within the meaning of law. The Management stated that the Bank being a Nationalised Bank has to follow the Rules, policy and procedure governing the service conditions for their service condition of the workman of the Bank. Further plea of the Management is that the Association has not been able to show that it is a registered Trade Union under the

Provision of Trade Union Act, 1926 and whether the Association is entitled to organize/espose any Industrial Dispute on behalf of the workman as well as whether the workman Sri Kishore Kumar Das is the member of the Association at the time of raising their demand. Further plea of the Management is that the Association has already been filed a Title Suit demanding re- instatement of Sri Kishore Kumar Das before Munsiff Magistrate-2 at Guwahati being No.T.S.500 of 2009 which is pending at evidence stage and during the pendency of Civil Suit on the same subject the present Reference is barred under law as well as this Court has no jurisdiction to adjudicate the Reference. Hence, the Management submitted that the preliminary objection raised by them strike at the root of the matter affecting the maintainability and the jurisdiction of this Tribunal as such, the preliminary issue on the maintainability of this Reference is required to be decided first. The Management averred that the allegations made by the Association are illegal, false, frivolous, fabricated, unjustified, perverse and without any basis of law as well as on fact and hence, the Association is not entitled to any relief as claimed. The Management contended that save and except the statements which are not been specifically admitted by the Management are hereby deemed to have been denied by them and also denying the statements which are contrary and inconsistent with the record. The fact of the case of the Management in short is that the workman Sri Kishore Kumar Das was asked for explanation as serious acts of commission and omission on his part came to the notice of the Management and show cause notice was also issued on 9-8-2008 to which the workman replied and on being dissatisfied with his explanation the Management issued a formal charge sheet on 9-1-09 while the workman submitted his reply on 5-2-09 denying the charges but the Management was not satisfied with his replies dated 28.8.2008. The Management Bank appointed Sri A. K. Banerjee, Manager F.G.M.O. Kolkata as an Enquiry Officer to conduct inquiry into the charges levelled against Sri KKDas; and Sri D.Behera, Manager, Human Resource Development, Regional Office, Siliguri was appointed as Presenting Officer. The workman participated in the inquiry taking the help of Sri Subrata Chakrabarty, General Secretary of the Association to defend his case. The Management as well as the workman examined their respective witnesses and who were also cross-examined by their adverse party. On closure of the hearing the Enquiry Officer submitted his report and findings which was forwarded to the workman who also submitted his reply to the report of the Enquiry Officer. The Management not being satisfied with the reply and after considering of the relevant documents, including the proceeding etc. the Disciplinary Authority of the Management imposed punishment on the workman by imposing compulsory retirement with supernumerary benefits from services of the Bank to the workman vide order dated 6-10-2009.

The Management averred that the workman was allowed sufficient opportunity during the enquiry proceeding which was conducted in strict compliance in the principle of Natural Justice, and contended that it is not correct that there was joint responsibility as alleged by the Union, since the workman was working as Head Cashier of the Pathasala Branch of the Management Bank and on 19.7.2008 on physical verification of the cash the Branch Manager found shortage of Rs.1,34,000/- while tallying' with the cash balance at the time of closing of the bank balance. While the workman informed the Branch Manager that he withdrew cash from the safe in the morning of 19.7.2008 and at that time of the balancing physical cash at 5.15 P.M. on 19.7.2008 he found that there was a shortage of Rs.1,34,000/- which he informed the Branch Manager and other officers about the shortage and all of them checked the cash transaction and vouchers of the day and did not find any clue how the shortage occurred. Thus, if any shortage is found in the cash the Cashier of the Bank is fully responsible and as such, the other officers were not responsible. When the workman caused loss to the Bank he was asked to deposit the amount into the Bank otherwise the reputation of the Bank can be hampered and as the amount was misappropriated by the workman he deposited the amount on 26.7.2008. It is further mentioned by the Management that the alleged joint responsibility to maintain the cash vault and cash Register by the workman, the Head Cashier and Shri Ngithe the Asstt. Manager as alleged by the Association are not correct; and also the contention that there caused damage on the part of the Management to conduct Disciplinary Proceeding both the workman and the Branch Manager Shri Ngithe. The Management stated that the Schedule Caste employee has no right to misappropriate the money of the Bank as the Bank employee should be trustworthy and they should maintain the dignity, image, prestige and reputation of the Bank which is a nationalized business concerned. Since the workman was found guilty of the misconduct as per charge levelled against him the Management took action against the workman after giving him all reasonable opportunities to defend his case. The Management also categorically denied that they have never victimized the workman nor adopted any unfair labour practices as alleged, hence, the Management prayed to frame a preliminary issue on the maintainability of the Reference, more particularly when a Title Suit bearing No.500 of 2009 is pending in the Court of Munsiff No.2 at Guwahati on the same subject and if the preliminary issues are decided against the Management, the Management may be allowed to adduce evidence on merit and pass appropriate order.

5. The Workman by filing Addl. Claim Statement took the plea that the workman immediately after receiving the order of compulsory retirement from the service on 6-10-2009 raised a dispute with the Assistant Labour Commissioner (C) Guwahati on 13-10-2009, and the

workman vide his letter dated 28-10-2009 requested for compliance of Section 33 (i) (a) under Industrial Dispute Act to restrain the Management from disbarring the service conditions of the workman during the pendency of the dispute, while the Management vide their Written submission dated 10-11-2009 before the Assistant Labour Commissioner (C), Guwahati denied any relief and settlement of the dispute. The workman in order to protect him from the vindictive action of the Management who even without bringing any charges against the official of the Branch namely custodian of the cash vault along with the workman, ultimately moved an injunction petition before the Hon'ble Court on 25-11-2009 as the disciplinary proceedings drawn against the workman is an abuse of power by the Management and as such, the whole proceeding is liable to be set aside by way of declaration and not to give effect of the order of compulsory retirement issued by the Management. Then the Hon'ble Court on hearing the petition fixed the date on 4-12-2009 for objection/show cause on the plea made by the workman for a mandatory injunction until a fresh proceeding is drawn up making the other custodian of cash vault as a party to it. It is also pointed out by the workman that after receiving the order of Reference from the Ministry of Labour dated 25-5-2011 written submission was made before the Presiding Officer of the Tribunal on 21-6-2011 with an intimation to the Advocate for the workman for not proceeding further in the Title Suit. The workman also mentioned that since the dispute was referred for adjudication before this Tribunal he would not proceed further in any Title Suit pending disposal of this Reference. It is also alleged by the workman that the averments made by the Management in their W.S. is nothing but an admission on the Management to cover up all illegalities, unethical and biased practices against the workman in gross violation of Principle of Natural Justice, rules and policies framed by the Management for smooth running of the Institution, Thus the workman prayed for ensuring justice in his favour.

6. The Management again by filing Addl. W.S., took the plea that as there is a Central Government Industrial Tribunal at Kolkata and the Reference made between the Association of Union Bank of India -vs- Management and the Head Office of the Management is at Kolkata, as such, this Tribunal has no jurisdiction to adjudicate this Reference. Management also denied all the allegations made by the workman in his Addl. Claim Statement; and mentioned that the action against the workman was taken after holding regular domestic enquiry in which the workman was given full opportunity to defend himself and in fact which he availed. As the whole affair and free and fair domestic inquiry the Management shall rely on the enquiry and they may be allowed to adduce their evidence on the enquiry first and after inquiry if it goes against the Management, the Management may be allowed to adduce evidence on merit.

7. Both the workman and the Management examined one witness each of their own. After closing of hearing of both the sides I have heard the argument from both the sides who also submitted their respective arguments in writing.

8. According to the workman witness No.1, Sri Subrata Chakrabarty, the General Secretary, North Eastern Region Union Bank. Employee Association, gross injustice caused to the workman while working as Head Cashier at Pathsala Branch by imposing punishment of compulsory retirement by the Management based on suspicion, and to Cover up real culprit causing irreparable loss to the family of the workman, who was discharging duties jointly with one responsible officer of the Branch from the same cash cabin and he found a sum of Rs.1,34,000/- less while tallying cash with vault at the close of business on 19-7-2008, while they found that there was no less receipt or excess payment made by the workman while discharging duties on that day. But the shortage was at cash vault of the Bank which is under joint custody of the Bank and the same was confirmed by the Investigating Officer in their report, marked as Exhibit-1. He has also proved the copy of the Departmental Proceeding against the workman vide Exhibit-2 and the report submitted by Mr. Badal Mukherjee, Sr. Manager, Union Bank of India, Regional Office, Guwahati, on the preliminary investigation conducted against the workman vide Exhibit-3. He stated that the statement of the management witness made in course of cross-examination recorded under serial No.1 to 17 in the Enquiry Proceeding would show how the workman was made victim unilaterally by the Management. He also said that the Management initiated the Disciplinary Proceeding against the workman with mala fide and out and out exceeded their jurisdiction without bringing any charge against the official who is one of the joint custodian of the cash vault for extraneous consideration, which is an abuse of power by the Management and aiming to victimize the workman for protecting other erring officers. Further contention of the W. W.1 is that the workman hailed from poor Schedule Cast family with little education promoted from the post of Peon to the Post of Head Cashier was initially compelled to refund an amount of Rs.1,34,000/- at the Branch which occurred at the Cash vault under the joint custody of another responsible officer. But the Management imposed with capital punishment of compulsory retirement to cover up the lapse of others and hence, Mr. Chakrabarty submitted that the workman is deliberately victimized and the Bank has initially unjustly deprived him in getting rightful dues and benefits and dismissed him from the service of the Bank for which the workman is suffering mentally and financially and as such, the workman witness No.1 prayed for passing order to direct the Bank to quash the order of compulsory retirement and any other order served upon the workman; pay actual wages, dues and benefits as entitled as regular and permanent employees of the Bank

and to regularize his service; to pay full compensation for the sufferings to the workman and his family and to fix responsibility and accountability to the erring officials to stop recurrence of similar situation along with other relieves which are workman is entitled to.

During his cross examination the workman witness No.1 said that they have not submitted any document to show that the workman was discharging his duty with a responsible officer of Pathsala Branch on 19-7-08 and vide his letter proved as Exhibit-A that the workman has informed the Branch Manager, Union Bank of India, Pathsala Branch that he found a shortage in cash at the time of closure and that he was allowed for further investigation and verification but could not find out the mistake and that he submitted undertaking for adjustment of the loss amount of Rs.1,34,000/- from his own source with prayer for allowing the workman to deposit the same amount. He has proved the show cause memorandum dated 9.8.08 and the charge sheet issued by the Management against the workman vide Exhibit-B & C. He admitted the fact that he participated in the enquiry proceeding on behalf of the workman as counsel/representative and proved the departmental proceeding against the workman marked as Exhibit-E(10 pages), and also the findings of the departmental proceeding vide Exhibit-F. 12 pages) which he received. He also admitted that all the reasonable opportunities were provided to the workman to defend his case in course of enquiry proceeding; and that he had cross-examined the Management witness. The W.W.I again mentioned that the workman was communicated with the findings of the departmental proceeding imposing punishment vide Exhibit-G and on receipt of the findings as well as the proposed punishment the workman submitted his reply vide Exhibit- H; and that personal hearing on the proposed punishment to be imposed by the Management was held and in that hearing the W.W.I along with workman were present. He has proved the proceeding of the personal hearing vide Exhibit-I and the same was communicated to the workman who acknowledged the receipt of the same. He has also proved the letter imposing punishment issued by the Management vide Exhibit- J. The witness concerned has admitted that all the formalities as well as procedure in the departmental proceeding was followed. The workman witness Mr. Chakrabarty added that in the bank cash is maintained by the Cashier/Cash Clerk and the Cash Register is also prepared by the workman and Officer-in-Charge/ Officer concerned signed in the cash Register as Supervisory Authority. On the other hand, he denied the suggestion tendered by the Management that the allegations made in para-8,9 of his evidence on affidavit are totally false, baseless and concocted. He also admitted that there is no special provision of law/rule in the Management Bank for not charging the Schedule Caste and Schedule Tribes of the Bank in case of commission of any offence.

9. The Management witness No.I, Sri Bidit Bhattacharjee , the Senior Manager, Union Bank of India, Regional Office, Chandmari, Guwahati has constituted Attorney to the Union Bank of India deposed that the workman was Head Cashier of Pathsala Branch and on being not satisfied with the replies to the show cause issued against the workman by the Management vide Exhibit-B formal charge sheet was issued on 9-1-09 vide Exhibit-C to which the workman submitted his replies. But the Management not being satisfied appointed Sri Amit Banerjee, Manager, Field General Manager Office, Kolkata as Enquiry Officer, who duly issued notice of enquiry to the charges and both the parties appeared before the Enquiry Officer. On completion of the enquiry, the Enquiry Officer submitted his report along with his findings on 23-5-2009 vide Exhibit-F & Exhibit-E copy of which were furnished to the workman informing that the workman was found guilty and hence, the Management proposed the punish the workman and allowed the workman an opportunity of personal hearing asking him to submit his replies against the report and findings of the Enquiry Officer also. The workman was heard in person by the Disciplinary Authority along with the W.W.I on 23-9-2009 vide Exhibit-H. After considering the relevant record the Disciplinary Authority imposed punishment of Compulsory Retirement from the services of the Bank vide Exhibit- I. The M.W.I also mentioned that the workman in his letter dated 26-7-08 marked as Exhibit-A admitted that due to mistake a sum of Rs.1,34,000 was missing and he undertook to deposit the amount to the Bank and the amount of Rs.1,34,000/- was deposited by the workman. Therefore the workman has committed gross misconduct and he was punished as per Exhibit- I after giving him all reasonable opportunities which he duly availed.

During his cross-examination Mr. Bhattacharjee has stated that both the Head Cashier and the Officer concerned who was In-charge of cash are the custodian of the cash of the Branch and both of them are equally responsible for cash of the Branch; and at the relevant time the workman was Head Cashier and Mr. T. Nighte was Officer-in-Charge of the cash of the Branch. He also said that the cash shortage of the Branch was on 19-7-08 and it was detected in the evening of the same day. In this connection the M.W.I has proved the report (marked as Exhibit-3) of the Inspecting Officer i.e. the Chief Manager, Badal Mukherjee vide Exhibit-3 wherein it was mentioned that the Mr. T. Nighte confirmed that he used to check cash balance daily and on 18-7-08 he checked the cash balance and late receipts of Rs.2,40,000 and it was found in order. In the said report (Exhibit-B) it was mentioned that the cash of the Branch is under dual control of Mr. T. Nighte, Asstt. Manager and Mr. K.K.Das, Head Cashier, & that Mr. Badal Mukherjee examined the denomination of the opening balance and that day's denominations and found agreed with final cash balance of 19-7-2008 except Rs.1,000

denomination and that the workman confirmed that there is no excess payment on that day. He also said that in the findings of the Enquiry Officer proved as Exhibit-I (page 11) it is mentioned that the negligence of Head Cashier is well proved and it is also beyond doubt that shortage of cash was unadjusted for 7 days i.e. shortage noticed on 19-7-08 and adjusted on 26.7.08. He added that in Exhibit-C the memorandum dated 9-1-09 it was observed that the workman did not maintain the safe-in-safe-out Register of the Branch and caused shortage of Rs.1,34,000/- Mr. Bhattacharjee (MW.1) added that the exact position of the Bank showing the actual amount in the vault of the day. He admitted that in Exhibit-2 the proceeding of the Departmental Proceeding dated 28-4-2009 (on page-7) the Management Witness No.1 confirmed that the safe-in-safe-out register was jointly undertaken and the same witness had also confirmed that on 18-7-08 and 19-7-08 Cash Balance Book was signed by both the Head Cashier and Officer of the branch after incorporating shortage of cash amounting to Rs.1,34,000. The Management witness also stated that in Exhibit-2 at page 6 (serial No.17) Management Witness confirmed that he had already deposited in terms of Management Exhibit (MEX -10) that Sri K.K.Das, Head Cashier had reported about the cash shortage to the Branch Manager, and in course of cross-examination the MW.1 (in the enquiry proceeding) admitted that he had not come across anything about the integrity and honesty of the workman during his tenure of working at Pathsala Branch or since his joining in the Branch. MW.1 has denied the suggestion that on 19-7-08 shortage was found in the cash vault in the bank concerned and not in the cash and that shortage of money was not in the vault on that day i.e. 19-7-2008; and that the workman is not in any way responsible for the shortage on 19-7-2008; and that due to arbitrariness and illegal action of the Management the workman was dismissed from service and as the workman was sincere he is entitled to all the relief he claimed.

10. On perusal of the pleadings of the Management it appears that the Management has took the plea in their W.S. for framing preliminary issue on maintainability of the proceeding at the initial stage on the ground that it is not an industrial dispute within the meaning of the Section 2(k) of the Industrial Dispute Act, 1947 as the workman is not a workman under Section 2(s) of the said Act. In their Addl. W.S. the Management also raised the plea that this Tribunal-cum-Labour Court has no jurisdiction to adjudicate this Reference as the same was made between the Union Bank of India, Kolkata and their workman and in as much as in Kolkata there is a Central Government Industrial Tribunal, and as such, this Tribunal is to decide the jurisdictional issue first before entering into the merit of the case. The workman was working as Head Cashier. Union Bank of India as the relevant time and as per provision of first schedule to the Industrial Dispute Act the Banking Service has been declared to be an Utility Service under sub-Clause -VI

of Clause-N of Section 2, and as the Cashier of a Bank is not concerned with any administrative work. the workman being the cashier falls within the meaning of Section 2(s). The dispute is between the Management and the workman connected with the employment of non-employment and hence, it is Industrial Dispute within the meaning of Section 2(k) of the said Act. Further this Tribunal/Court was constituted by the Appropriate Government u/s 7 of Industrial Dispute Act by the Notification of the Government of Indian, Ministry of Labour's filed No. A-I1016/4/2008-CLS II dated 15-12-2003 for adjudications of any dispute in relation to workman employ in any Industry located in Assam, Arunachal Pradesh, Mizoram, Meghalaya, Tripura, Nagaland and Manipur: and as the cause of action of the present dispute arose at Pathsala in the District of Barpeta. Assam and the workman is also residing in the State of Assam, this Tribunal has got jurisdiction to adjudicate this reference Therefore it is clear that the pleading raised by the Management for deciding preliminary issue on maintainability of the reference is rejected.

11. From the evidence as well as the documents relied upon both the parties on record it appears that the workman Sri K.K.Das was discharging his duties as Head Cashier in Union Bank of India, Pathsala Branch on 19-7-2008 and on that day after close of the Bank business in the afternoon shortage in cash amounting to Rs.1,34,000 was detected while tallying cash with the vault and the workman Sri K.K.Das inspite of availing opportunity to enquiry and verify the cash along with the records such as Cash Book and vouchers etc. failed to detect the error although there was no less receipt or excess payment made by him while discharging his duties on the day. As a result, shortage of Rs.1,34,000 in cash was remained ell Pathsala Branch on 19-7-2008. In this connection a preliminary enquiry was held by Mr. Badal Mukherjee, Chief Manager, NRO, Guwahati who submitted his report vide Exhibit-3 wherein it is mentioned that Mr. Mukherjee found a shortage of Rs.1000 (denomination)x134 =Rs.1,34,000 after examining all denominations of opening balance and the denominations of that day i.e. 19-7-2008 with the final cash balance.

The Management in connection with the shortage of Rs.1,34,000 in the cash occurred on 19-7-2008 asked for explanation from the workman vide Exhibit-B upon which the workman submitted his replies on 28-8-2008 but the Management on being not satisfied with the replies submitted by the workman, framed formal charge sheet against the workman vide Exhibit-C. Then the workman submitted his reply to the charge sheet and the Management finding the reply not acceptable appointed Sri Amit Banerjee, Manager, Field General Manager Office, Kolkata as Enquiry Officer, vide Exhibit-D. Accordingly the workman participated in the enquiry assisted by Sri Subrata Chakrabarty, General Secretary of the NERUEA, in which Sri D. Behara, Manager (HR) was appointed as Presenting Officer. On completion of enquiry. the Enquiry

Officer submitted his report and findings. A copy of the said report was also forwarded to the workman. The proceeding of the Departmental Enquiry marked as Exhibit-F shows that the charges levelled against the workman vide Exhibit-C found proved in the enquiry and the Disciplinary Authority vide Exhibit-G concurred the findings/views of the Enquiry Officer and held guilty of the charges of gross and minor misconduct and accordingly proposed punishment against the workman vide Exhibit-G which was forwarded to the workman. The Management also found to have heard the workman in person of his defence represented by Sri Subrata Chakrabarty with regard to the proposed punishment vide Exhibit-I and thereafter the Disciplinary Authority imposed the punishment of compulsory retirement from the service of the Bank with supernumerary benefits and without disqualification from future employment against the charge of Gross Misconduct i.e. doing acts prejudicial to the interest of the Bank or likely to involve the Bank in monetary loss; and stoppage of one increment for the period of 6 months for Minor Misconduct i.e. breach of rule of business of the Bank and instruction of running any department; and both the punishment would run concurrently.

12. The vital and material question before this Tribunal is to whether the action of the Management in awarding the punishment of compulsory retirement with supernumerary benefit in service of the Union Bank of India to the workman is just and proper. During argument Mr. S. Chakrabarty, learned counsel for the workman submitted that in the proceeding of Departmental Enquiry (Exhibit-E) in page-9 under serial No.14 the Management witness has confirmed that the safe-in and safe-out Register maintained by the Branch is signed jointly by the Cashier and the Officer-in-Charge of Cash and hence, both the workman and the Branch Manager were jointly responsible to the cash of the Branch, but the Management illegally framed the charge against the workman and the departmental enquiry was held and punishment was imposed on the workman is illegal and without any basis. Mr. Chakrabarty also added that the proceeding of the Enquiry shows that the Management witness under Serial No. 8 in page-4, serial No.16 in page-5, serial No. 1 & 4 in page-7, serial No.7 in page-8 and serial Nos.14 & 15 in page-9 and the report of the Investigating Officer confirmed that the workman alone was not responsible in maintaining security measures in regard to the cash and as such, the charge drawn against the workman is illegal and not maintainable. Mr. Chakrabarty also pointed out that the letter dated 26-7-2008 (Exhibit-A) issued by the workman admitting the shortage in cash amounting to Rs.1,34,000 and also to allow the workman to deposit the amount from his own source and to adjust the outstanding held in suspense account shortage in cash is not admissible since in the analysis of the evidence the Enquiry Officer has not recorded such statement of the workman. While the Enquiry

Officer in page No.11 (Exhibit-E) in last sentence mentioned that the negligence of the Head Cashier is well proved and it is also beyond doubt that shortage Rs.1.34,000/- was unadjusted for 7 days i.e. shortage noticed on 19-7-2008 and adjusted on 28-7-2008. Thus the Enquiry Officer in the Departmental Enquiry only established the negligence of the workman and hence, Mr. Chakrabarty prayed for rejecting the Enquiry Proceeding. In support of his contention Mr. Chakrabarty relied upon the case in New Marine Coal Co.- Vs-Union of India AIR 1964 SC 152 wherein the Hon'ble Supreme Court observed that negligence in popular language and in circumstances means failure to exercise with care and diligence which the circumstances requires; naturally what amounts to negligence would always depend upon the circumstances and facts in any particular case.

On scrutiny of the evidence of the workman witness No.1, it appears that in course of his cross-examination the workman witness No.1 has categorically admitted the letter dated 26-7-2008 written by the workman marked as Exhibit-A addressed to the Branch Manager. Union Bank of India, wherein the workman informed that he found a shortage of cash at the time of closing and that he was allowed for further investigation/verification but could not find out the mistake, and that he submitted undertaking for adjustment to the loss amount of Rs.1.34,000 from his own source with prayer for allowing the workman to deposit the same amount. He also admitted that all reasonable opportunities were provided to the workman to defend his case in course of enquiry proceeding and the workman was also communicated by the findings of the enquiry proceeding along with the findings and proposed punishment vide Exhibit-G. The workman witness No.1 also admitted the holding of personal hearing on proposed punishment to be imposed by the Management and in that hearing he along with the workman were present and that all the formalities as well as the procedure in departmental enquiry was followed. The W.W.1 also admitted in course of his cross-examination that in the bank cash is maintained by the Cashier/cash clerk and Cash Register is also prepared by him and the Officer-in-Charge/Officer concerned signed in the Cash Register as Supervisory Authority. Thus it is clear that the contents of the Exhibit-A the letter dated 26-7-2008 is admitted by the representative of the workman and the shortage of Rs.1,34,000 in cash as well as the failure of the workman to find out the mistake, the prayer of the workman to the Branch Manager for allowing him to deposit the amount to the Bank from his own source as well as to adjust the suspense account in the cash of the Bank is found to be admitted. It is also found on record that the workman deposited the amount on 26-7-2008 and the shortage in cash remained unadjusted from 19-7-2008 to 26-7-2008. In the proceeding of the departmental enquiry page-9 at Serial No.14 the Management witness No.1 has confirmed that

on 19-7-2008 cash transaction entry carried out in cash safe-in-safe-out Register were signed jointly by the Head Cashier and Officer-in-Charge, and in Exhibit-3, the report of the Investigating Office, Regional Officer, Guwahati shows that the cash was under dual control of the workman and the Assistant Manager, Mr. T. Nighte and that the shortage of 134 nos. of 1000 rupee denomination was found on 19-7-08. Thus it clears that the lapse and negligence on the part of the workman in discharging his duties on 19-7-08 cannot be ruled out.

13. Mr. B. Bhattacharjee, learned representative of the Management, on the other hand, submitted that the representative of the workman has categorically admitted all the documents produced by the Management and also admitted that all the formalities as well as the procedure in departmental enquiry were followed by the Enquiry Officer, and that the cash is maintained by Cashier or Cash Clerk and the Cash Register is also prepared by the Cashier, and that the letter dated 26-7-2008 issued by the workman to the Management (Exhibit-A) admitting his guilt are the grounds which are sufficient to hold that the workman has admitted his guilt and there is no illegality done in arriving at the findings of the enquiry as well as imposing punishment on the workman. On scrutiny of the evidence on record along with the documents relied upon by both the parties it is found that the workman vide Exhibit-A admitted his guilt and accordingly he deposited shortage amount of Rs.1,34,000 to the Bank with prayer for adjustment of the suspense account in the case of the Bank. In the Enquiry Proceeding the Enquiry Officer has given opportunity to adduce evidence by both the sides and the workman was also given ample opportunities to cross-examine the Management witness. Also the workman was given sufficient opportunities to be heard and all the formalities were observed in the departmental proceeding which is an admitted fact. In course of hearing the workman witness admitted the documents marked as Exhibit-A. It is also found that the Enquiry Officer after examining the evidence adduced by both the sides as well as scrutinizing all the documents including the report of the Preliminary Enquiry marked as Exhibit-3, found the charge framed against the workman established. Thus it is clear that there is no violation of principle of natural justice, nor any illegality or irregularity in holding the departmental enquiry by the Management.

In this connection I am inclined to rely upon the case of Central Bank of India - vs-Karunamoy Banerjee , reported in AIR 1968 SC 266, wherein it was held that the rules of natural justice will have to be observed, in the conduct of a domestic enquiry against a workman as laid down by this Court. I am also inclined to relied upon the case of Hemanta Saharia-vs-State Bank of India, Guwahati and Ors. reported in 2013 LAB IC 2962 (Guwahati High Court), wherein it was observed that it is needless to say that the job involved in respect of an employee of financial institution like Bank i.e.

of confidence; it is an admitted position that the amounts were not deposited; and returning the amount to the account holder subsequent to complaint could not absolve him from the charge levelled ; and as such, penalty of compulsory retirement not improper.

14. From the evidence on record as well as the proceeding of enquiry it is found well established that the workman himself was responsible for maintaining the cash and the cash safe-in-safe-out Register on 19.7.2008 which was countersigned by the Officer-in-Charge of the Cash i.e. Assistant Manager, Mr. T. Nighte and the shortage of Rs. 1,34,000 in cash was detected on the same day, which was deposited by the workman on 26-7-2008 from his own source and accordingly the suspense account was adjusted. There is also nothing on record to show that the workman was influenced in any manner for depositing the shortage amounting to Rs.1,34,000 to the Bank. The workman witness No.1 also categorically mentioned that on 19-7-2008 the workman inspite of enquiry and verification could not detect the shortage although there were no excess payment or less deposit on that day and this position is found to be admitted vide Exhibit-A which was proved without any objection. Thus it is crystal clear that the charges framed against the workman alleging gross misconduct i.e. doing acts prejudicial to the interest of the Bank involving or likely to involve the Bank in monetary loss; and the minor misconduct i.e. breach of rules of business of the Bank and instruction for running of a department are found to be well established. It is also found that the departmental enquiry was held without violating the procedure as well as the provision of the Constitution of India and the Natural Justice.

15. In view of the discussion and the ratio of the Hon'ble High Court and SC as aforesaid and having regard to my findings arrived at as above I find no reason to entertain the argument raised by the learned representative of the workman. Accordingly it is held that the Disciplinary Authority i.e. the Union Bank of India has not committed any illegality or irregularity in arriving at the findings of the departmental enquiry and also in imposing punishment of compulsory retirement with supernumerary benefits and without disqualification from future employment along with stoppage of one increment for the period of six months is proportionate and justified. As such, I find no reason to interfere with the action of the Management and to grant any relief to the workman as prayed for.

16. In the result, this Reference is awarded without any relief.

Send the Award to the Ministry as per procedure immediately.

Given under my hand and seal of this Court on this 29th day of August, 2013 at Guwahati.

L. C. DEY, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2013

का.आ. 2277.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र के संबंद्ह नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 53/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-09-2013 को प्राप्त हुआ था।

[सं. एल-12011/76/2008-आई आर (बी-II)]
रवि कुमार, अनुभाग अधिकारी

New Delhi, the 18th September, 2013

S.O. 2277.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 18-09-2013.

[No. L-12011/76/2008-IR (B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : Dr. MANJU NIGAM, Presiding Officer

I.D. No. 53/2008

Ref. No. L-12011/76/2008-IR (B-II) dated 22-10-2008

BETWEEN

The General Secretary
Bank of India Staff Association U.P.
Mohini Mension, 1 Naval Kishore Road
Lucknow

(Espousing case of Shri Subhash Chandra Yadav)

AND

The Chief Manager
Bank of India
Gorakhpur Shaka, Zonal Manager, Varanasi Zone
B-20/44, A-7 Shopping Plaza, BHELUPURA
Varanasi (UP)

AWARD

By order No. L-12011/76/2008-IR(B-II) dated 22.10.2008 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause

(d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the General Secretary, Bank of India Staff Association, U.P. Mohini Mension, 1 Naval Kishore Road, Lucknow and the Chief Manager, Bank of India, Gorakpur Shaka, Zonal Manager, Varanasi Zone, B-20/44, A-7, Shopping Plaza, BHELUPURA, Varanasi for adjudication.

2. The reference under adjudication is:

“Whether the action of the Management of Bank of India in reducing an amount of Rs. 783 p.m. from the pay of Shri Subhash Chandra Yadav while transferring him to Basti Branch and not paying Head Cashier allowance in that Branch is legal and justified. What relief the workman is entitled to?”

3. The case of the workman's union, in brief, is that the workman, Subhash Chandra Yadav while working at Gorakhpur branch of the Bank had been deployed to the Basti Branch of the Bank in violation to the provision contained in the guideline for deployment; and on correspondence, protesting said deployment the management informed vide letter dated 26.11.2007 of the management that the workman has not been deployed but transferred, therefore, he could be considered to transferred back to Gorakhpur. The workman's union has submitted that the action of the management in deployment the workman was unfair labour practice under 5th schedule of Industrial Disputes Act, 1947. The workman's union has further submitted that the management on transfer illegally reduced the pay of the workman by Rs. 783 per month in the month of February, 2008 and also declined to pay Head Cashier Allowance @ Rs. 1310 although he was entitled for the same being Head Cashier. Accordingly, the workman's union has prayed that the workman be transferred back from Basti to Gorakhpur and his pay be enhanced by Rs. 783 as well as he be paid Head Cashier Allowance.

4. The management of the Bank of India has filed its written statement denying the claim of the workman's union; wherein it was submitted that the workman's transfer from Gorakhpur to Basti has not been referred by the Government, therefore, it would be out of this Tribunal's jurisdiction to adjudicate the issue of transfer in respect of the workman. However, it has been submitted by the management that the workman was not deployed; instead he was transferred in routine manner. As regard reducing of pay the management has submitted that same has occurred due to non-admissibility of certain allowance to the workman at Basti. Further it has been submitted that the workman is being paid Head Cashier Allowance at Basti

Branch as per his entitlement since 24.12.2008. Accordingly, the management has prayed that the workman's union claim is devoid of merit and hence liable to be rejected out rightly.

5. The workman's union received the copy of written statement on 24.03.2009; but did not file any rejoinder, instead it moved an application dated 17.07.2009, paper No. W-8, stating therein that it has sought amendment in the schedule of reference, vide application dated 02.05.2009. Keeping in view the long pendency of the application, seeking amendment, this Tribunal vide its order dated 17.07.2009 ordered to write to the Ministry that if any such representation is pending then it should disposed of expeditiously.

6. The Ministry in response to this office's letter dated 28.07.2009 and its subsequent reminders dated 01.06.2010 and 18.07.2012 informed vide their letter dated 16.10.2012, paper No. C-13 that as per their record, no representation dated 02.05.2009 of the workman, Shri Subhash Chandra Yadav regarding amendment in the reference order dated 22.10.2008 has been received in IR(B-II) Desk.

7. The workman's union is not turning up since 15.11.2010. No rejoinder is on the record. The workman's union has filed photocopy of certain documents. No evidence from the either side is there on the file. Although the management is being represented by Shri S.K. Shukla, Advocate, the case is not pursued by the workman's union. On the dates fixed for workman's evidence i.e. on 06.05.2013 and 05.07.2013 when none turned up from the workman's union the case was reserved for award, keeping in view the reluctance of the workman's union to pursue their case and long pendency of the industrial dispute.

8. I have scanned entire material available on the file.

9. The workman's union come forward with the case that the workman had malafidely been transferred from Gorakhpur to Basti and thereafter not only his pay was reduced by 783 per month; but also he was not paid Head Cashier Allowance. The management has denied its allegations stating that his transfer was a routine transfer and reduction in the pay was due to non-admissibility of certain allowances and new place of posting. Moreover, it also submitted that the workman is being paid Head Cashier Allowance as per entitlement of the workman. Although the workman's union filed photocopy of certain documents but he did not turn up to prove its pleading through oral evidence by entering into the witness box.

10. It is settled position of law that a party challenging the legality of an order, the burden lies upon it to prove illegality of the order and if no evidence is produced by the party, invoking jurisdiction of the court, must fail. In the present case burden was on the workman's union to set out the grounds to challenge the validity of the action of the management in transferring the workman and in reducing his pay as well as not paying him Head Cashier Allowance. This claim has been denied by the

management; therefore, it was for the workman's union to lead evidence to show that the alleged injustice was done to the workman, by the management of the Bank; but the workman's union failed to prove the same as it has not turned up to corroborate the allegations by proper evidence.

11. In 2008 (118) FLR 1164 M/s. Uptron Powertronics Employees' Union, Ghaziabad through its Secretary vs. Presiding Officer, Labour Court (II), Ghaziabad and others, Hon'ble High Court relied upon the law settled by the Apex Court in 1979 (39) FLR 70 (SC) Sanker Chakravarti vs. Britannia Biscuit Co. Ltd., 1979 (39) FLR 70 (SC) V.K. Raj Industries v. Labour Court and others, 1984 (49) FLR 38 Airtech Private Limited v. State of UP. and others and 1996 (74) FLR 2004 (Alld.) Meritech India Ltd. v. State of UP. and others; wherein it was observed by the Apex Court:

“that in absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the Court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led.”

12. In the present case the workman's union has not turned to substantiate his case by way of filing any evidence. Mere pleadings are no substitute for proof. It was obligatory on the part of workman's union to come forward with the case that the workman had been transferred malafidely and his pay was reduced or he was not paid Head Cashier Allowance, in contravention to the rules; but the workman's union failed to forward any evidence in support of its claim, as it did not turn up for filing its evidence before this Tribunal. There is no reliable material for recording findings that the alleged injustice was done to the workman or the action of the management of Bank of India was illegal and unjustified.

13. Accordingly, the reference is adjudicated against the workman's union; and as such, I come to the conclusion that the workman, Subhash Chandra Yadav is not entitled to any of the relief(s) claimed.

14. Award as above.

Lucknow. Dr. MANJU NIGAM, Presiding Officer
30th July, 2013.

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2278.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसेस वेस्टन कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 43/2011-12) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/187/2011-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S.O. 2278.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2011-12) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the management of Central Workshop Tadali, WCL, and their workman, received by the Central Government on 19-09-2013.

[No. L-22012/187/2011-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/43/2011-12

Date: 26-08-2013.

Party No. 1:

The General Manager,
Central Workshop Tadali, WCL,
PO: Urjagram Tadali,
District: Chandrapur.

Party No. 2 :

The Secretary,
Bhartiya Koyla Khadan Mazdoor Sangh,
(BMS), Central Workshop Tadali, WCL,
PO-Urjagram, Tadali,
District:- Chanrapur.

AWARD

(Dated: 26th August, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Soman Pillay, for adjudication, as per letter No.L-22012/187/2011-IR (CM-II) dated 09-02-2012, with the following schedule:-

“Whether the action of the management of Central Workshop, Tadali, WCL, Chandrapur (MS) in denying promotion to Shri Soman Pillay, Asstt. Supervisor (Transportation) in the post of Supervisor (Auto), T & S Grade ‘B’ against the sanctioned vacancy for the year 2009-10 is legal and justified? To what relief the concerned workman is entitled?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, “Bhartiya Koyala

Khadan Mazdoor Sangh, (BMS)”, (“the union” in short) filed the statement of claim on behalf of the workman, Shri Soman Pillay, (‘the workman” in short) and the management of WCL, (“Party No. 1” in short) filed their written statement.

The case of the workman as presented by the union in the statement of claim is that the workman was promoted as Auto Supervisor, Grade-C w.e.f. 15-11-2003 and he was due for promotion as Auto Supervisor, Grade-B w.e.f. 15-11-2006 and in the Manpower Budget of 2009-10, the post of Auto Supervisor, Grade-B was sanctioned and the workman was entitled for promotion as per cadre scheme-72 dated 01-01-1987, meant for drivers and on 14-10-2006, four employees were promoted as Supervisor (Auto Transportation) Grade-B in Wani Area, but inspite of sanction of the post for the Central Workshop, Tadali Area in the Manpower Budget, the workman was not given promotion intentionally.

The union has prayed for a direction to the party no. 1 to give promotion to the workman.

3. The party no. 1 in the written statement has pleaded inter-alia that as per the implementation Instruction no. 72 dated 01-01-1987, issued by the promotion policy committee of JBCCI, in respect of cadre scheme for drivers, the workman is claiming for promotion to the post of Auto Transportation in Grade-B and as per clause 3(c) of the said instruction, the said promotional post comes within the purview of promotion zone of company viz. Western Coalfields Limited, Head quarters, Nagpur and in absence of the WCL (HQ), Nagpur as a party to the reference, the reference is bad for non-joinder of necessary party and is liable to be rejected and further more, the workman has also challenged the promotion of four persons of Wani Area and those four persons are also necessary parties to the reference and they have not been made parties in this reference, so far the said reason also, the reference is liable to be rejected.

The further case of the party no. 1 is that though there was one vacant post of Auto Supervisor Grade-B in the Manpower Budget of 2009-10, the Area office could not fill in the vacancy of Auto Supervisor, Grade-B, as the same comes within the purview of Headquarters (company) and the workman would not have been promoted, as he was at serial no. 3 in the seniority list and it is not aware about the promotions given in Wani Area, due to want of knowledge about the same and as promotions of the employees were not effected for 7/8 years, a service linked promotion policy was framed on 01-12-2011 and the same was made effective from 01-01-2012 and accordingly, the benefit of the same has been given to the workman and the workman accepted the same without any protest and as such, the reference is liable to be answered in the negative.

4. Both the parties did not adduce any oral evidence in support of their respective claims. However, reliance was placed on documents by the parties.

5. At the time of argument, it was submitted by the union representative that as the workman is working in Central Workshop, Tadali, so the dispute in regard to his service conditions and promotion is to be raised against the management of Central Workshop, Tadali and there is no necessity to demand his promotion to the authorities at the Headquarters and though the workman was entitled for promotion to grade-B and provision of one post of grade-B was made in the Manpower Budget of 2009-2010, the workman was not given promotion, in spite of his raising the issue orally and the issue being raised by the union in the meetings held to resolve industrial disputes and there is also no necessity to make the four employees of Wani Area, as parties as they were given promotion by the management of Wani Area by letter no. 4707 dated 14-10-2006 and without any DPC, the party no. 1 has mentioned that the workman was at no.3 and the appointment of the two persons alleged to be above the workman were appointed after the instruction of the cadre scheme dated 01-10-1987 and they were not drivers at that time and they were not entitled for consideration for promotion and the union had not made any demand of SLP for the workman and the party no. 1 only to save its skin for not giving promotion to the workman, grant SLP to the workman and the workman is entitled for promotion as per the Manpower Budget.

6. Per contra, it was submitted by the Learned Advocate for the party no. 1 that as the promotion to the post of Technical-B and A is on the company seniority, the competent authority of the Headquarters is a necessary party in this case. It was also submitted by the Learned Advocate for the party no. 1 that as the union has referred about giving of promotion to four employees, they are also necessary parties and as the competent authority of the headquarters and the four employees of Wani Area have not been made parties, the reference is bad in law. It was further submitted by the Learned Advocate for the party no. 1 that the workman was not due for promotion in the year 2006 and even though in the Manpower Budget of the year 2009-2010, there was one vacancy in B-grade, he was not given promotion as he was at serial no. 3 and the area office also could not able to fill up the said post, as the same comes within the purview of the Headquarters and the workman has already been given service linked promotion w.e.f. 01-01-2012, as he was working in the same grade for more than 7/8 years, as per the service linked promotion scheme, 2011 and the workman is not entitled to any relief.

7. Perused the record including the pleadings of the parties and the documents filed by them. Admittedly, as per the cadre scheme for drivers, promotional zone for

filling the vacancy upto category -IV will be colliery/unit and thereafter upto Technical-C will be Area seniority and for Technical B & A on the company seniority unless otherwise specifically provided in the scheme itself. However, for that it cannot be said that the competent authority of the headquarters is a necessity party in the reference. Likewise, the four promoted employees of Wani Area, about whom, there is mention in the statement of claim cannot be said to be necessity parties for adjudication of the present dispute. Hence, the submission made by the learned advocate for the party no. 1 on that score fails.

8. It is not disputed that on 15.11.2003, the workman was given promotion as Auto Supervisor, grade'C'. It is also found that as per the cadre scheme for drivers, one of the eligibility criteria for promotion to Auto Supervisor grade-B is three years experience as Asstt. Supervisor (Transportation) in T & S grade 'C'. So, it can be said that on 15-11-2006, the workman acquired one of the criteria for his promotion to grade-B, but it cannot be said that he was due for promotion to grade-B by 15-11-2006.

It is not disputed that provision of one post of Supervisor Auto, T & S grade- B was sanctioned in the Manpower Budget of 2009-10 for Tadali Central Workshop. However, it is to be mentioned here that as per the promotional channels given in the cadre scheme for drivers, selection/promotion upto Tech. Gr-B is on the basis of Aptitude-cum-Seniority-cum-Merit and the promotional zone for consideration is on the company seniority and the mode of promotion is recommendation of the departmental promotion committee. In this reference, though it is pleaded by the union that the workman was working as an Auto Supervisor, grade-C in Tadali Central Workshop, there is no pleading that the workman was the senior most Auto supervisor grade-C in the company basis at the time of sanction of the post in the Manpower budget, 2009-10 and there was a DPC for promotion to grade-B from grade-C and the workman was recommended by the DPC for promotion to grade-B and in spite of the same, the party no. 1 did not give him the promotion. The mere working of the workman at Tadali Central Workshop, for which the post of Auto Supervisor, Grade-B was sanctioned in the Manpower Budget of 2009-10 or the mere acquiring of one of the eligibility criteria of working as Auto Supervisor, grade- C for three years does not automatically makes the workman entitled for promotion to Auto Supervisor grade-B. In view of the facts mentioned above, the demand of the union for promotion of the workman as Auto Supervisor grade-B is not sustainable. Hence, it is ordered:-

ORDER

The reference is answered in the negative and against the workman. The workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2279.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स वेस्टन कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 86/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/12/2005-आई आर (सी एम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S. O. 2279.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 86/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Western Coalfields Limited, Wani North Area of WCL and their workmen, received by the Central Government on 19-09-2013.

[No. L-22012/12/2005-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/86/2006

Date: 21-08-2013.

Party No.1:

The Chairman-cum Managing Director,
WCL, Coal Estate,
Civil Lines, Nagpur

The Chief General Manager,
Wani North Area of WCL, Post : Ukni,
Tah. Wani. District : Yavatmal (MS).

Party No. 2 :

The Secretary,
Bhartiya Koyala Khadan Mazdoor Union
(CITU), Wani North Area Bhalar Township
PO : Bhalar, Taluka-Wani, Yavatmal (MS).

The President,
Lal Zanda Coalmines Mazdoor Union
(CITU), Wani North Area Bhalar Township
PO : Bhalar, Taluka-Wani, Yavatmal (MS).

Shri A. T. Mende, Secretary,
Sanyukta Koyala Mazdoor Sangh (AITUC)
Br. Wani North Area, Po : Ukni, Tah. Wani
District : Yavatmal (MS).

The President,
Koyala Shramik Sabha,
Wani North Area, Ward no. 1, Tilak Nagar,
At & Post: Wani, Yavatmal (MS).

AWARD

(Dated: 21st August, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub- section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workmen(as per list enclosed) , for adjudication, as per letter No.L-22012/12/2005-IR (CM-II) dated 08-11-2005, with the following schedule:-

"Whether the action of the management of W.C.L. in deducting 8 days wages from the salary of the workmen (list enclosed) of Wani Area is legal and justified? If not, to what relief the concerned workmen are entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement and the case was fixed to 22-02-2013 for filing of statement of claim, documents and list of reliance and witnesses. As on 22-02-2013, both the parties remained absent, the reference was adjourned to 25-03-2013 for further order. On 25-03-2013, management of W.C.L. made appearance through their advocate. However, the petitioners remained absent in spite of sufficient service of notices sent by registered post with acknowledgement due. They did not file any statement of claim. In the interest of justice, the case was adjourned to 03-06-2013 for filing of statement of claim. To give further chance to the petitioners to file the statement of claim, the case was adjourned from 03-06-2013 to 25-06-2013. To give a last chance to the petitioners to file the statement of claim, the case was adjourned to 21-08-2013 from 25-06-2013.

On 21-08-2013 advocate for the management was present. The petitioners did not appear on repeated calls. No statement of claim was also filed. As it appeared from the record that the petitioners were not interested to proceed with the case, the case was closed and posted for passing of award.

3. As no statement of claim has been filed by the petitioner, inspite of giving sufficient scope for the same, it is necessary to pass a "no dispute" award. Hence, it is ordered :—

ORDER

The reference be treated as "No dispute" award.
The petitioners are not entitled to any relief.

J. P. CHAND, Presiding Officer

ANNEXURE-1

List of Monthly Rated employees from whose salary of June 2004 penal salary of 8 days deducted.

Sl. No.	Emp. Code	Emp. name	Amount (Rs.)	Unit
(1)	(2)	(3)	(4)	(5)
1	44160371	BHASHKAR.U. KHIRATKAR	2096.00	4416
2	44160411	MAHENDRA RAM	2656.00	4416
3	44160511	PARASRAM JAGOJI WAGMARE	3408.00	4416
4	19382324	SUNDARLAL BATU	2136.00	4605
5	19599307	RAJU KISTAIYA BOLLAM	2744.00	4605
6	21000126	AMOD KUMAR	2176.00	4605
7	25047550	RAMNARA YAN	2136.00	4605
8	25048149	RAMNARESH PRASAD	2056.00	4605
9	46051002	DAYAL BANSI BHADHEKAR	2648.00	4605
10	46051014	DIWAKAR B. RANDIVE	2512.00	4605
11	46051024	BHOJRAJ K. SAWARKAR	3632.00	4605
12	46051029	PRAMOD M.MOON	2792.00	4605
13	46051030	T. D. DHAKATE	3504.00	4605
14	46051040	SUNIL S. MOHOD	2744.00	4605
15	46051045	SURESH M. BOBADE	2264.00	4605
16	46051046	VIJAY KARAN YADAV	3248.00	4605
17	46051049	DINESH MATTE	2096.00	4605
18	46051052	VITHAL N.KHIRATKAR	2648.00	4605
19	46051054	SANJAYA. GANJIWALE	2592.00	4605
20	46051069	ALLAUDDIN DINMOHAMAD	2440.00	4605
21	46051080	BABAN K. ZILE	2136.00	4605
22	46051082	VITHAL D.JUNGHARI	2584.00	4605
23	46051094	VILAS D.NASRE	2512.00	4605
24	46051111	GULAB G.KUCHANKAR	2008.00	4605
25	46051119	CHANDRASHEKHAR NAGRALE	2440.00	4605
26	46051128	VITHAL PIMPALSHENDE	2008.00	4605
27	46051134	SUDHAKAR S.RAJURKAR	2096.00	4605
28	46051138	MADHUKAR GAURKAR	3008.00	4605
29	46051145	GOPAL H. MULE	2224.00	4605
30	46051155	RAMDAS N. MADAVI	2096.00	4605
31	46051156	SURESH A. VIDHATE	2392.00	4605
32	46051159	SANTOSH KUMAR BAG	2176.00	4605
33	46051165	KAILASH B. NIRAPURE	2096.00	4605
34	46052069	K. S. PATIL	3544.00	4605

(1)	(2)	(3)	(4)	(5)
35	46052211	S. N. MANDAL	2936.00	4605
36	46052225	POCHAM G RAMTEKE	3080.00	4605
37	46052569	SHEO PRASAD RAJ	3080.00	4605
38	46101005	DILIP KURREWAR	2512.00	4605
39	46101133	BHASKAR V. UPRE	2056.00	4605
40	46501137	UDHAO TUKARAM BANDUR KAR	2776.00	4605
41	16901210	NARENDRAS.WATHE	2520.00	4610
42	18430765	MOHANDAS S. SAWARKAR	2288.00	4610
43	19631043	MAHADEO GOSAI PAZARE	3408.00	4610
44	44010423	ISRAIL KHAN PATHAN	2760.00	4610
45	44160150	NAMDEO BOBADE	2264.00	4610
46	46051101	S. D. WALKE	2264.00	4610
47	461051115	DATTATRAYA GANFADE	2240.00	4610
48	46051132	VIJAY RAKSHIYA	3248.00	4610
49	46101004	ASHOK DQNGARKAR	2440.00	4610
50	46101006	BANDU KHARKAR	2240.00	4610
51	46101010	RAMESH Y. BHAGAT	2264.00	4610
52	46101018	BEBI P. IRUTKAR	2216.00	4610
53	46101035	GULAB S. UPRE	2520.00	4610
54	46101042	SHRIKANT G. ADETWAR	2440.00	4610
55	46101050	RAJU P. SUNKE	2592.00	4610
56	46101051	BHALCHANDRA WATHE	2440.00	4610
57	46101064	MANOJ SHINDE	2312.00	4610
58	46101066	KRISHNA DAKHALE	2312.00	4610
59	46101072	MOTIRAM KHOKLE	2240.00	4610
60	46101073	MADHAO KONGARE	2312.00	4610
61	46101075	AVINASH DODKE	2376.00	4610
62	46101086	SUBHASH TA JANE	2208.00	4610
63	46101092	S.N. SOOR	2208.00	4610
64	46101095	G V. TAJNE	2152.00	4610
65	46101103	G V. PIDURKAR	2096.00	4610
66	46101121	SOOR SINGH	3800.00	4610
67	46102129	DNYANESHWAR D.KUREKAR	2936.00	4610
68	46102213	SAINATH MOHURLE	2792.00	4610
69	461102268	AB. RAFIQ	2792.00	4610
70	46102351	ANIL LABHE	1992.00	4610
71	46307647	TULSIRAM WASEKAR	2712.00	4610

(1)	(2)	(3)	(4)	(5)
72	46501006	RAJU ASUTKAR	2312.00	4610
73	19593524	GUNWANT K. PATIL	2936.00	4640
74	19594969	DADAJI S. BAWNE	2840.00	4640
75	19598606	ISRAIL S. MANTRI	2584.00	4640
76	19598812	VITHOBA M. BODHE	2456.00	4640
77	19665389	SANTOSH KUMAR SHRIVASTV	2112.00	4640
78	31400132	GAJANAN BAPURAO SAMARTH	1680.00	4640
79	44160473	HANUMAN B. AWARI	2520.00	4640
80	46101023	PRAMOD LAD	3144.00	4640
81	46400043	SACHIN WAGHMARE	1752.00	4640
82	46400123	RAMESH SINGH	2760.00	4640
83	46400154	MURLI DHAR V. KHOKLE	1752.00	4640
84	46400166	TATOBA M. SHENDE	1968.00	4640
85	46400186	NANA JI V. BHoyer	1856.00	4640
86	46402003	SANJAY THAKRE	2096.00	4640
87	46402007	VIJAY DURAGE	2376.00	4640
88	46402010	KISHOR PATIL	2936.00	4640
89	46402011	DILIP PAYGHAN	2792.00	4640
90	46402013	CHANDRA BHAN B. DANAO	2096.00	4640
91	46402014	RAMCHANDRA APTE	3512.00	4640
92	46402022	PRAKASH C. POTDHUKE	2888.00	4640
93	46402024	V.K. WAGHMARE	3456.00	4640
94	46402027	MANIKANDAN KOCHUNAR	2864.00	4640
95	46402033	M.G. CHANDANKHEDE	3744.00	4640
96	46402036	PRAUHAKAR R. POLE	2584.00	4640
97	46402039	RAMESH SUNDERLAL SAHU	2888.00	4640
98	46409003	YADAO DEULAKAR	1752.00	4640
99	46409006	DEORAO PECHE	1752.00	4640
100	46409011	HARISH GOKHARE	1752.00	4640
101	46501099	YOGRAJ SINGH	3880.00	4640
102	19835206	MAROT I.M. BADKHAL	2936.00	4650
103	44017032	HUPCHAND KHOBRAGADE	3456.00	4650
104	44160497	VINOD T. BALKI	2656.00	4650
105	46303377	PRASHANT SATI SH BAWSE	1752.00	4650
106	46501008	SUNIL B. MOHITKAR	2328.00	4650
107	46501014	R.D. DOVE	3408.00	4650
108	46501016	BHARAT B. JUNGHARI	2792.00	4650
109	46501017	KRISHANA SADASHIV BOBDE	2912.00	4650
110	46501129	SAGER J.ZADE	2096.00	4650
111	46501144	VINOD R. NIBRAD	2096.00	4650

Total Amount (Rs.) 282144.00

(1)	(2)	(3)	(4)	(5)
1	31150187	VIDYASAGART. BHARTI	18.24.00	4416
2	44160002	JONDHRUG SARVE	2176.00	4416
3	44160017	M. D. ZADE	2776.00	4416
4	44160048	VASANT NAGRALE	3392.00	4416
5	44160057	B. M. KUCHANKAR	3008.00	4416
6	44160063	ASHOK LOKHANDE	3280.00	4416
7	44160065	PANDURANG POT ARAJE	3088.00	4416
8	44160067	SANJAY DUDHGAWALI	3224.00	4416
9	44160080	RAMKRISHNA ULMALE	2856.00	4416
10	44160084	SUDHAKAR LEDANGE	1952.00	4416
11	44160087	N.S.GARGHATE	2776.00	4416
12	44160090	BALDEO RAMAJI WANKHADE	2760.00	4416
13	44160109	UTTAM DHOTE	2016.00	4416
14	44160112	SUBHASH MOHITKAR	2440.00	4416
15	44160125	MANOJ W.AWARI	3008.00	4416
16	44160133	JHADOO HORI	3344.00	4416
17	44160137	BALA.JI DHOTE	2472.00	4416
18	44160141	NILKANTH PIDURKAR	2232.00	4416
19	44160147	SUDHAKAR BONDE	2008.00	4416
20	44160149	ANIL MANDOKAR	2232.00	4416
21	44160155	HEMRAJ PIDURKAR	2552.00	4416
22	44160168	UDHAD A.KHAMANKAR	2064.00	4416
23	44160173	RAMSHREY DUKHAN	3336.00	4416
24	44160179	SAMBHA D. WANDHARE	3392.00	4416
25	44160196	SHAKILAHMAD	3280.00	4416
26	44160216	AVINASH S.THERE	2624.00	4416
27	44160221	RAM PAL BADLU	2448.00	4416
28	44160222	RAMDAS BHATTA	2496.00	4416
29	44160228	VIJAY KATKAR	2576.00	4416
30	44160243	RAMESH K. PARSHIVE	2096.00	4416
31	44160244	BAHANS. BHoyer	2035.00	4416
32	44160266	YADUNATH PD. TRIPATHI	2552.00	4416
33	44160277	PRABHAKAR G DUBEY	3160.00	4416
34	44160278	ARUN S WABITKAR	2552.00	4416
35	44160282	BHAURAO B.MADAVI	2382.00	4416
36	44160286	SATYANARAYAN R. PUTTA	2928.00	4416

(1)	(2)	(3)	(4)	(5)
37	44160319	RAMNATH MOHANLAL RAI	3160.00	4416
38	44160321	RAMRAJ KALOO	3000.00	4416
39	44160352	NITYANANDA CHOUDHURY	2552.00	4416
40	44160373	SANTQSH Y. PAZARE	2072.00	4416
41	44160401	MILIND L. MATHANKAR	2088.00	4416
42	44160404	RAMDAS BONDE	2064.00	4416
43	44160405	MAROTI K. BAHADE	3112.00	4416
44	44160427	SHEIKH MUKIM	2784.00	4416
45	44160434	MUTTAIYA RAJIYA	2176.00	4416
46	44160438	NANDKISHOR K. BAWANE	2272.00	4416
47	44160440	BAPU NAGO PITTALWAR	2208.00	4416
48	44160443	MAROTI S. KHADE	2032.00	4416
49	44160446	BABAN M. JEURKAR	1872.00	4416
50	44160447	NILKANTH N. CHAWLE	1880.00	4416
51	44160449	GAJANAN G. MILMILE	1832.00	4416
52	44160454	SUBHASH K. WANSINGE	1920.00	4416
53	44160457	VINOD KUMAR J. SAINI	2472.00	4416
54	44160468	MAHENDRA SINGH	2472.00	4416
55	44160475	MAROTI W. MALEKAR	2200.00	4416
56	44160477	GANESH D. PIDURKAR	1992.00	4416
57	44160480	SUMARLAL UDAYRAM	2056.00	4416
58	44160483	BHAGWAN C. ATRAM	2552.00	4416
59	44160485	MAHADEO NIBRAT	2648.00	4416
60	44160500	IDRIS AHEMAD KHAN	3088.00	4416
61	44160502	KRISHNA KUMAR SINGH	1784.00	4416
62	44160513	NANAJI LATARI BONDE	2064.00	4416
63	44160514	GORELAL BUDHAILAL PAL	1872.00	4416
64	44160519	GAJANAN L. KAWADE	2232.00	4416
65	44160523	RANGARAO N. GOHOKAR	2160.00	4416
66	44160525	RA.JENDRA D. ZADE	3088.00	4416
67	44160526	GANPAT D. GAIKWAD	2688.00	4416
68	44160549	BEERSING BABBU	1704.00	4416
69	44160552	JITENDRA PRASAD	1824.00	4416
70	46300717	MILIND VITHAL PUSATE	2704.00	4416
71	46301524	MADHUKAR ZOLBA	2280.00	4416
72	46302029	BALIRAM MILMILE	2352.00	4416

(1)	(2)	(3)	(4)	(5)
73	19665686	SUBHASH CHANDRA BUDHAI	1752.00	4605
74	19862838	NIKANTH B. GAEKWAD	3088.00	4605
75	28002590	MD.ASLAM MD JAFAR	3160.00	4605
76	31050726	JHANAK FATTU SAHU	1656.00	4506
77	31050727	ISRAIL JALIL UDDIN SHAH	1656.00	4605
78	31050728	DEEPAK D.WARKHADE	1656.00	4605
79	44010712	LAXMAN SHANKAR	2592.00	4605
80	46052001	DADAJI SHANKAR JUNGARI	2320.00	4605
81	46052002	HAGHUNATH G. WANKHEDE	2248.00	4605
82	46052003	NILKANT N. KHAPNE	2160.00	4605
83	46052007	MADHUKAR SHANKAR BALKI	2264.00	4605
84	46052008	SAN.JAY P. DHAWALE	2520.00	4605
85	46052010	VIJAY B. LAD	2776.00	4605
86	46052013	SAIBABA KHIRATKAR	2064.00	4605
87	46052014	DATTIU K. KAMBLE	2112.00	4605
88	46052015	SHANKAR M. PARKHI	2112.00	4605
89	46052016	DHYANESHWAR KAMBALE	2392.00	4605
90	46052017	VILAS KHIRATKAR	2064.00	4605
91	46052018	VITHAL RAJURKAR	2392.00	4605
92	46052019	ANANDRAO KHIRTKAR	2064.00	4605
93	46052022	PANDHARY DORKHANDE	2008.00	4605
94	46052023	DHYANESHWAR PETKAR	2088.00	4605
95	46052025	ANIL MATTE	2392.00	4605
96	46052026	SADASHIV GOWARDIPE	2320.00	4605
97	46052028	GAJANAN KORDE	2704.00	4605
98	46052029	PRAKASH TAPASE	3056.00	4605
99	46052030	BADAL GARGELWAR	2704.00	4605
100	46052032	MANGESH AJMIRE	2704.00	4605
101	46052034	ERRALA SANJEEV	2456.00	4605
102	46052039	DAMODHAR KHADE	1952.00	4605
103	46052043	SUEHASH BAPURAO HEPAT	3392.00	5605
104	46052044	A SHOK MAHADEO CHATKI	2552.00	4605
105	46052045	TIKARAM RAMCHANDRA INAME	2552.00	4605
106	46052048	TUKARAM HARIBALKI	2232.00	4605
107	46052051	GANPAT JAIRAM RASEKAR	2064.00	4605
108	46052052	SHANTARAM BAPUJI	2392.00	4605

(1)	(2)	(3)	(4)	(5)
109	46052057	VITHAL BALUJI BORPE	2104.00	4605
110	46052065	ASHOK SHYAMRAO	2096.00	4605
111	46052066	ARJUN K. SARJUWAR	3008.00	4605
112	46052068	PAWLAS R. PONALWAR	3136.00	4605
113	46052072	PURUHOTTAM B. THERE	2064.00	4605
114	46052078	RAJARAM DUDHE	3280.00	4605
115	46052079	MANOHAR LUTE	3144.00	4605
116	46052083	SURESH KALE	2320.00	4605
117	46052090	PRAMDD BELEKAR	2320.00	4605
118	46052091	SUNIL P. MATTE	1952.00	4605
119	46052092	PRABHAKAR Z. AWARI	2320.00	4605
120	46052094	JANARDHAN Z. LIHITE	2888.00	4605
121	46052096	PURUSHOTTAM B. UMRE	3392.00	4605
122	46052097	NATHU H. BHONGLE	2920.00	4605
123	46052099	S.G. KSHIRSAGAR	2776.00	4605
124	46052101	ASHOK B. MADAVI	2704.00	4605
125	46052104	RAJENDRA SINGH YADAV	3144.00	4605
126	46052106	LULSIRAM T. KHARKAR	2072.00	4605
127	46052107	WAMAN L. BOBDE	3392.00	4605
128	46052108	KAWADU B. DHANDE	2032.00	4605
129	46052114	DILIP S. TAJNE	3280.00	4605
130	46052120	ARUN S. JIOTODE	3288.00	4605
131	46052121	DILIP LAKKEWAR	3088.00	4605
132	46052122	VISHWESHWAR WANSING	2176.00	4605
133	46052124	ASHOK VISPUTE	3280.00	4605
134	46052126	BABUSHA MANWAR	3280.00	4605
135	46052131	RAMAO MAHURE	324.00	4605
136	46052132	MANDHAR HADGE	3144.00	4605
137	46052134	UTTAM FUPRE	3280.00	4605
138	46052136	BABAOG PUSAM	3280.00	4605
139	46052137	TESAR SINGH	3512.00	4605
140	46052141	HAKIMUDDIN W. AHMED	3336.00	4605
141	46052146	YOGESHWARA. MOHARE	2584.00	4605
142	46052147	VENKATI L. SINDHAMWAR	3088.00	4605
143	46052149	DADAJI M. BADKHAL	2232.00	4605
144	46052152	SANJAY KAKDE	2120.00	4605
145	46052155	KALDAS N. ZADE	2776.00	4605
146	46052160	ASHWINI KUMAR JUMNAKE	2256.00	4605

(1)	(2)	(3)	(4)	(5)
147	46052163	BHASKAR ZADE	1920.00	4605
148	46052167	MADHUKAR T. KHIRATKAR	2032.00	4605
149	46052171	GANGADHAR WASE	3088.00	4605
150	46052174	NAMDEO NIKHADE	2928.00	4605
151	46052175	KANKAM RAMLOO	2592.00	4605
152	46052176	SACHITANAND YADAO	2448.00	4605
153	46052178	DEEPAK BHLOYAR	3336.00	4605
154	46052179	MADHUKAR BHLOYAR	3088.00	4605
155	46052182	GOVIND P. DESAI	3008.00	4605
156	46052183	GANESH R. THAKARE	2096.00	4605
157	46052188	SHRIHARI BODDE	3032.00	4605
158	46052193	ASHOK S. UPRE	2032.00	4605
159	46052194	RISHIKESH MATTE	2176.00	4605
160	46052196	KAWDOO UPASE	2096.00	4605
161	46052198	BABANRAO HIRADEVE	2552.00	4605
162	46052201	GHANSHYAM BELEKAR	2120.00	4605
163	46052204	CHANDRAKANT G. MATTE	1976.00	4605
164	46052205	SHANKAR S. CHANNE	2232.00	4605
165	46052209	PRABHAKAR MAHADEO KHADE	2208.00	4605
166	46052210	TRAYAMBAK M. PINGE	2256.00	4605
167	46052212	SHRIHARI N. KAPSE	2520.00	4605
168	46052214	LAXMAN P. YELMULE	2960.00	4605
169	46052215	VILAS W. KWARE	2256.00	4605
170	46052220	D.R. WASADE	2752.00	4605
171	46052227	JAGAN P. JAWADE	2760.00	4605
172	46052233	SHANKARR . INGOLE	2824.00	4605
173	46052235	GANPAT N. SONTAKKE	2688.00	4605
174	46052242	VASANTAS. THERE	2320.00	4605
175	46052243	MAHESH V. THOMBARE	2320.00	4605
176	46052244	ASHOK B. DHAWALE	2232.00	4605
177	46052246	WASUDEO P. KHUSPURE	2336.00	4605
178	46052247	ASHOK C. JULME	3528.00	4605
179	46052248	MAROTI M. ZADE	3344.00	4605
180	46052250	M.B. NANDE	3240.00	4605
181	46052256	VILASA. DHANDE	2120.00	4605
182	46052259	RAMDAS V. KHADE	1896.00	4605

(1)	(2)	(3)	(4)	(5)
183	46052260	VIJAYA. BOBDE	2120.00	4605
184	46052263	GHANSHAM L. THOMBRE	1992.00	4605
185	46052265	SHYAM K. KUCHANKAR	1896.00	4605
186	46052267	BHASKAR G. JIOTODE	2176.00	4605
187	46052269	NATHU S. PARSHIVE	1960.00	4605
188	46052270	DEORAO R. AWARI	2200.00	4605
189	46052272	MADHUKAR K. VAIDYA	2304.00	4605
190	46052274	ARJUN D. JAMBULKAR	2304.00	4605
191	46052275	MAROTI R. EKARE	3336.00	4605
192	46052276	PRASHANT KUMAR MOHOD	1992.00	4605
193	46052277	SHYAM R. GANDHARI	2256.00	4605
194	46052278	ASHOK S. KUMARWAR	2120.00	4605
195	46052280	VINAYAK M. SATPUTE	3008.00	4605
196	46052282	VITTHAL P. SHINDE	3280.00	4605
197	46052284	SHYAMRAO U. BHLOYAR	3336.00	4605
198	46052285	ASHOK R. AMBADE	2208.00	4605
199	46052286	PUNJARAM L. KAREKAR	1864.00	4605
200	46052287	VITHAL N. DEHARKAR	2232.00	4605
201	46052291	SUBHASH D. JORGEWAR	3216.00	4605
202	46052294	SHRAWAN S. BALKI	2352.00	4605
203	46052301	BHANUDAS A. PATIL	2552.00	4605
204	46052302	BAPUJI G KUCHANKAR	1992.00	4605
205	46052304	DIVAKAR RAJURKAR	1920.00	4605
206	46052305	HARIBHAU M. NIKHURE	3392.00	4605
207	46052306	SHARAD M. DODAKE	1968.00	4605
208	46052307	CHAMANLAL	3336.00	4605
209	46052308	MANOHAR W. TAJNE	2160.00	4605
210	46052313	BHAIYA BHIWAJI LINGE	2176.00	4605
211	46052315	ANNAJI PARSIVE	2160.00	4605
212	46052316	TATOBA PARSIVE	2064.00	4605
213	46052318	R. G KENE	3144.00	4605
214	46052319	GAJANAN U. POTRAJE	3144.00	4605
215	46052322	NANAJI DATTOO NANDE	2520.00	4605
216	46052323	VIJAY G RASEKAR	2128.00	4605
217	46052326	B. S. GHATE	3008.00	4605
218	46052328	JITENDRA N. CHINCHOLKAR	2552.00	4605

(1)	(2)	(3)	(4)	(5)
219	46052330	GANPT U. RASEKAR	2064.00	4605
220	46052331	KAILASH K. KUCHANKAR	1992.00	4605
221	46052333	PRABHAKAR D. GHUGUL	2120.00	4605
222	46052336	ROHITASHWA SINGH	2552.00	4605
223	46052337	SUBHASH ODEPELLI	3248.00	4605
224	46052339	YELFUL HANMANOO	2352.00	4605
225	46052341	PRADHU D. GHOTEKAR	3288.00	4605
226	46052342	SANTHOSH B. CHENDE	1960.00	4605
227	46052343	DADA T. LADE	1960.00	4605
228	46052346	PRABHAKER B. PAIGHAN	2856.00	4605
229	46052347	J. W. PARKHI	2776.00	4605
230	46052349	SUDHKAR NATHU LODE	3160.00	4605
231	46052352	SHATRUGHAN G. PIMPAL SHENDE	1960.00	4605
232	46052356	SAMBU G. PIMPAL SHENDE	2072.00	4605
233	46052357	ANANTA D. NEET	1952.00	4605
234	46052361	BHASKAR R. BELEKAR	1992.00	4605
235	46052368	PURUSHOTTAM R. BOBDE	1960.00	4605
236	46052371	RAMESH N. ZURMURE	2064.00	4605
237	46052373	PANCHAMPAL KISHANLAL	2928.00	4605
238	46052374	RAVISH D. MATTE	1960.00	4605
239	46052382	SHYAMDED Y. SHARMA	2704.00	4605
240	46052387	BHOLA SINGH KUSHWAHA	2456.00	4605
241	46052392	SHIVANAND	3336.00	4605
242	46052393	RAMAWTAR SINGH	3496.00	4605
243	46052401	PANDHARI K. KUCHANKAR	1960.00	4605
244	46052405	MANTA ROY	2704.00	4605
245	46052407	BHAURAD U. PIDURKAR	1952.00	4605
246	46052410	ASLAM ESAMUDDIN	2456.00	4605
247	46052416	KASHTRAM RAJCHANDRA	2392.00	4605
248	46052418	LAKHPATIYA YADAV	2192.00	4605
249	46052421	GOVINDAP. KAKDE	2072.00	4605
250	46052422	SANTOSH B. DAMBHARE	1992.00	4605
251	46052424	NATHU V. RAJURKAR	1864.00	4605
252	46052430	SATISH G MANGRULKAR	2280.00	4605
253	46052432	NIRANJAN SINGH CHOUHAN	2624.00	4605
254	46052434	UDAYBHAN N. BABHARE	2552.00	4605

(1)	(2)	(3)	(4)	(5)
255	46052437	ANANDRAD M. BONDE	1840.00	4605
256	46052447	ARUN BAHIRE	1808.00	4605
257	46052449	ARUM MATTE	2552.00	4605
258	46052450	SUDHAKAR J. POTRAJE	1896.00	4605
259	46052452	DNYANESHWAR N. MADAVI	1952.00	4605
260	46052453	BHASKAR R. LADE	1960.00	4605
261	46052454	DASHRATH Z. BURADKAR	1960.00	4605
262	46052458	MAROTI S. FATALE	1856.00	4605
263	46052462	SUDHAKAR K. TURANKAR	1840.00	4605
264	46052463	DASARI TIRUPATI	2456.00	4605
265	46052467	VILAS J. MATTE	1784.00	4605
266	46052469	SHIV PYARE DHARAM PAL	3240.00	4605
267	46052472	DHANESHWAR BHANU	2456.00	4605
268	46052473	BANDUV. DODHALE	2584.00	4605
269	46052475	VILAS P. DETHE	2064.00	4605
270	46052477	BIGAN PAL	2552.00	4605
271	46052478	RAMJANAM SHARMA	3088.00	4605
272	46052480	UTTAM B. CHOULAMWAR	2016.00	4605
273	46052482	NITIN S. LANJEKAR	1960.00	4605
274	46052483	BHAURAO AWARI	1776.00	4605
275	46052484	AGRASAN NIMSATKAR	1840.00	4605
276	46052486	MAHESH RAMCHARAN	1840.00	4605
277	46052487	SITAL NIMSATKAR	1920.00	4605
278	46052488	DHNYANESHWAR LODE	1808.00	4605
279	46052490	SUBHASH MALEKAR	1840.00	4605
280	46052494	BHASKAR B. NANDEKAR	2072.00	4605
281	46052495	SUDHAKAR M. PARKHI	1960.00	4605
282	46052496	SUNIL N. KSHIRSAGAR	1960.00	4605
283	46052497	SHANKAR B. AWARI	1920.00	4605
284	46052502	VINOD JHA	2552.00	4605
285	46052512	CHAMPAT L. KAREKAR	1880.00	4605
286	46052516	AVINASH G. ISALKAR	1776.00	4605
287	46052522	JAGDISH S. MOHITKAR	1880.00	4605
288	46052530	SURESH K. PARASHIVE	1808.00	4605
289	46052534	MILIND G. TIPLE	2077.00	4605
290	46052536	MAHESH C. RAIGADE	2072.00	4605

(1)	(2)	(3)	(4)	(5)
291	46052537	SAMBASHID N. JENEKAR	2072.00	4605
292	46052538	UMESH N. PATIL	2072.00	4605
293	46052540	CHANDU S. DAHAKE	2072.00	4605
294	46052541	ABDUL SHAFEE	2072.00	4605
295	46052542	SIDHARTH T. NIKHADE	1904.00	4605
296	46052543	SANJAY M. SHELWADE	1952.00	4605
297	46052544	SANJAY FULZELE	1952.00	4605
298	46052546	LEHANDAS T. MANAPURE	2072.00	4605
299	46052550	VINOD G. WAGHMARE	1920.00	4605
300	46052551	SHANKAR NANDLAL	2888.00	4605
301	46052552	SURESH SIDURKAR	1872.00	4605
302	46052554	BALKRISHNA AWARI	1776.00	4605
303	46052556	SURESH MADAVI	1808.00	4605
304	46052558	ISRAIL NABI	2888.00	4605
305	46052559	FAKIRCHAND FULZELE	1920.00	4605
306	46052562	PRABHAKAR B. JAMBULKAR	2256.00	4605
307	46052564	ASHOK KUMAR RAMJI	2320.00	4605
308	46052565	SURESH R. SAWARKAR	2392.00	4605
309	46052567	AJAY KUMAR KANDJIYA	2120.00	4605
310	46052568	D.K. SHARMA	2392.00	4605
311	46052570	SHANTARAM CHAMBHARE	1920.00	4605
312	46052576	BABAN J. DERKAR	2256.00	4605
313	46052586	SHISAGAR SINGH	2256.00	4605
314	46052587	RAMKRUSHNA SAMRUTWAR	2320.00	4605
315	46052588	BASUDEO GHOSH	2320.00	4605
316	46052592	UDAYRAJ SHIVMANGAL	1880.00	4605
317	46052595	SANJAY H. NIBRAD	1880.00	4605
318	46052601	ARUM M. LAKDE	3160.00	4605
319	46052603	SHANKAR N. UPARE	1920.00	4605
320	46052611	MANOJ L. GOHOKAR	1808.00	4605
321	46052623	GAJANAN BHONGLE	2624.00	4605
322	46052624	PREMNATH SAMANTA	2320.00	4605
323	46052625	ANJUMAN PAWAR	1912.00	4605
324	46052630	RAMDHIRAJ YADAV	1872.00	4605
325	46052631	DUBEYLAL BHALAVI	1808.00	4605
326	46052634	GANESH HARIJAN	3704.00	4605

(1)	(2)	(3)	(4)	(5)
327	46052638	AVIDHESH S. PRASAD	1880.00	4605
328	46052639	NAWAL KISHOR SINGH	3240.00	4605
329	46052641	ARUN CHAKRABARTY	2456.00	4605
330	46052642	SHYAM TAWADE	2456.00	4605
331	46052645	ASHOKA. TURANKAR	3440.00	4605
332	46052646	SANTOSH RAMGIRWAR	2016.00	4605
333	46052652	ANTU B. CHINCHOLKAR	2016.00	4605
334	46052655	DAYASHANKAR R. VARMA	2016.00	4605
335	46052659	SHANKARA. THENGNE	2456.00	4605
336	46052660	MAROT N. ZADE	2928.00	4605
337	46052661	OILLU S. PARZARE	1808.00	4605
338	46052662	SATISH V. PECHE	1920.00	4605
339	46052664	P. C. BANGADE	3144.00	4605
340	46052665	V. P. UPADHEY	3008.00	4605
341	46052669	MOTILAL MOHAN	1920.00	4605
342	46052671	KISHOR P. GOKHARE	1728.00	4605
343	46052679	NEEBULAL	2856.00	4605
344	46052681	VINAYAK DESHPARNEY	2120.00	4605
345	46052682	VIJAY KUMAR DEOGADE	1848.00	4605
346	46052684	RAMASWAMI RASNALA	1752.00	4605
347	46052686	RADHESHYAM	2496.00	4605
348	46052693	FULSINGH	2224.00	4605
349	46052694	GUPTA LAXMAN	2640.00	4605
350	46052697	RAMPRASAD PREMLAL	1976.00	4605
351	46052702	GANANAN GATKWAD	2320.00	4605
352	46052709	PRANHAKAR KUTTARMARE	2096.00	4605
353	46052710	SUDHAKAR N. BHoyer	2176.00	4605
354	46052711	ASHOK S. KINAKE	2400.00	4605
355	46052716	GOUS MOHAMMAD	2176.00	4605
356	46052718	GANPAT BADU INGOLE	1952.00	4605
357	46052719	ARUM R. KHANKE	2256.00	4605
358	46052722	PRABHAKAR B. PIDURKAR	2072.00	4605
359	46052723	JIWAN N. LODE	2624.00	4605
360	46052724	R.G. YENURKAR	3088.00	4605
361	46052725	NANDOO JHIKOO	3008.00	4605
362	46052729	PRASHANT D. LODE	1752.00	4605

(1)	(2)	(3)	(4)	(5)
363	46052730	ABRAR JABBAR	3336.00	4605
364	46052731	ASHOK N. TAJNE	2360.00	4605
365	46052732	ASHOK M. HEPAT	3336.00	4605
366	46052737	BHUWANESHWAR K. CHAKOLE	1752.00	4605
367	46052738	BANDU MADKAM	2256.00	4605
368	46052739	SHANKAR DATARKAR	2256.00	4605
369	46052740	MADHUKAR THAMKE	1704.00	4605
370	46052746	PRASHAN M. RAJURKAR	1680.00	4605
371	46052747	SUBHASH G UIKE	1680.00	4605
372	46052749	RAJENDRAM. YERAWAR	3144.00	4605
373	46052751	GURUPRIT SINGH	1872.00	4605
374	46102023	SURYABHAN WABHITKAR	2064.00	4605
375	46102043	VITHOBAM. MILMILE	2032.00	4605
376	46102049	CATYAJI V. DONGARKAR	2032.00	4605
377	46300435	BHAGWAN DHARANDAS	2856.00	4605
378	46301472	DILIP MAHADEO WANDHARE	2120.00	4605
379	46301529	KASHIM AJIJ	2448.00	4605
380	46302037	NARAYAN CHAUDHARI	2200.00	4605
381	46303221	TULSIRAM KARNOO GOHOKAR	2240.00	4605
382	46303616	SUDHIR CHINDH NETAM	1704.00	4605
383	17011411	KANHAIYALALK. BAMHNEKAR	1728.00	4610
384	31100244	SHAILESH S. AGRE	1656.00	4610
385	31400149	DINESH R. BOBADE	1632.00	4610
386	31400150	RAJESH KUMAR DHURVE	1632.00	4610
387	31400152	SUJIT KUMAR MOHAN PRASAD	1632.00	4610
388	31400154	RAJU BHIMA SIDAM	1632.00	4610
389	44010325	DUKHI PURVE	12640.00	4610
390	44011518	RAMKUMAR MAHAGU	2344.00	4610
391	44160237	RAMANAND K. MISHRA	2624.00	4610
392	46102003	DURWAS B. PURI	3216.00	4610
393	46102008	WASUDEO NAGPURE	3392.00	4610
394	46102009	V.B. SADAFALE	3224.00	4610
395	46102011	BANDU CHANDEKAR	2760.00	4610
396	46102012	SURESH M. VIDHATE	2456.00	4610
397	46102013	RAMESH NAGOBA BUCCHE	2776.00	4610
398	46102014	UMESH UPARC	2544.00	4610

(1)	(2)	(3)	(4)	(5)
399	46102016	A. B. NARULF	2160.00	4610
400	46102020	RAJU BONDE	2624.00	4610
401	46102022	M. J. DONGARKAR	2064.00	4610
402	46102024	BANDU SIDHURKAR	2160.00	4610
403	46102026	VITHAL GOVERDIPE	2176.00	4610
404	46102027	NANAJI BADKHAL	1952.00	4610
405	46102028	HARIDAS S. BAWANE	1952.00	4610
406	46102030	YASHVANT N. BADKHAL	1992.00	4610
407	46102031	DIWAKAR Z. KAREKAR	2120.00	4610
408	46102034	D.G BURADKAR	2112.00	4610
409	46102035	KAWDU UTHANE	2256.00	4610
410	46102036	NAGU BADHAKHAL	2120.00	4610
411	46102037	DUSANTT. DONGARKAR	1992.00	4610
412	46102039	PAWAN S. KHOKLE	2256.00	4610
413	46102041	SHANKAR U. BONDE	2120.00	4610
414	46102042	VITTHAL A. RAJURKAR	2256.00	4610
415	46102044	SAMBHA P. KHARKAR	1952.00	4610
416	46102045	PUNDLIKJ. GOKHARE	1952.00	4610
417	46102046	RAGHO V. NANDEKAR	1952.00	4610
418	46102047	ANANDRAO K. KONGARE	2176.00	4610
419	46102053	MAROTI G. MILMILE	2032.00	4610
420	46102054	PANDURUNG J. WABHITKAR	2120.00	4610
421	46102055	NAGUM M. KHADE	1952.00	4610
422	46102058	PRAKASH B. KHADE	2032.00	4610
423	46102066	VITHAL KAKDE	2176.00	4610
424	46102067	RAMESH NAGRALE	2120.00	4610
425	46102069	P. RAJAYA	2544.00	4610
426	46102070	RAVINDRA KAWRE	2032.00	4610
427	46102071	ASHOK GOWARDIPE	2032.00	4610
428	46102073	ASHOK NAGRALE	2072.00	4610
429	46102075	SUDHAKAR T. THERE	2704.00	4610
430	46102076	RAM S. KEDARPAWAR	2160.00	4610
431	46102078	VINOD D. ZADE	2176.00	4610
432	46102079	MAROTI D. POTRAJE	2176.00	4610
433	46102081	SHATRUGHN W. ASWALE	2552.00	4610
434	46102084	VIJAY S. WAGHMARE	1952.00	4610

(1)	(2)	(3)	(4)	(5)
435	46102085	BABAN S. WAGHMARE	1992.00	4610
436	46102087	GOVINDA N. GOHANE	2072.00	4610
437	46102088	UDDAG NAMDEO GAIKWAD	3336.00	4610
438	46102090	WATHU GOVINDA DAMBHARE	1992.00	4610
439	46102091	BALAJI SADHUJI KAKDE	3336.00	4610
440	46102093	SHARAD KRUSHNA BODDE	1992.00	4610
441	46102096	SHESHRAO D. ZILATE	2064.00	4610
442	46102097	MAROTI N. KHADE	2256.00	4610
443	46102098	M. D. KONGRE	2032.00	4610
444	46102099	SUDHAKAR J. KHADE	2552.00	4610
445	46102100	ARVIND S. WABHITKAR	2472.00	4610
446	46102101	BHASKAR G. KHARKAR	2032.00	4610
447	46102102	VITTHAL R. KAPSE	3056.00	4610
448	46102105	SAHERRAO A. KOMPELLIWAR	3280.00	4610
449	46102106	VITTAL KISAN GOPEWAD	3144.00	4610
450	46102116	PURUSHOTTAM D. DHOTE	2120.00	4610
451	46102119	RAJENDRAG CHOURDHARI	2704.00	4610
452	46102122	SANJAY N. GADADHANE	3224.00	4610
453	46102124	MUKUND A. SHIRALKAR	2624.00	4610
454	46102127	SHANKAR RAJANNA YEDLAWAR	3336.00	4610
455	46102128	SURESH M. KHANGAR	2456.00	4610
456	46102133	DADAJI S. DHOYAR	2928.00	4610
457	46102136	PRASHANT M. PATTURKAR	2584.00	4610
458	46102141	VILAST. KSHIRSAGAR	3056.00	4610
459	46102145	PRALHAD J. CHANDEKAR	3336.00	4610
460	46102146	MOHD. SHERFUZAMA	2584.00	4610
461	46102148	RAMKRISHNA V. UPRE	2624.00	4610
462	46102150	RUSHI B. CHANDEKAR	2240.00	4610
463	46102153	BANDU M. BADKHAL	2392.00	4610
464	46102154	BHUDHODHAN L. WANKHEDE	2320.00	4610
465	46102156	RAVINDRAN. BHONGLE	2208.00	4610
466	46102159	SHAJI K. SAMUL	2704.00	4610
467	46102163	VIVEK V. KHADATKAR	2704.00	4610
468	46102165	PRABHAKAR M. BODHANE	1960.00	4610
469	46102168	SHAIKANT SINGH	2520.00	4610
470	46102171	SHALIKRAO T. DIDMISE	2552.00	4610

(1)	(2)	(3)	(4)	(5)
471	46102172	SHATRUGHAN S. KHADE	2120.00	4610
472	46102175	BABARAO S. KAURASE	2120.00	4610
473	46102176	UTTAM G BALKI	2176.00	4610
474	46102180	CHARANDAS V. GADGE	1864.00	4610
475	46102182	SOBEN K. SHAHU	3432.00	4610
476	46102186	RAJBHAN PATEL	2456.00	4610
477	46102187	WALTER ORAON	2704.00	4610
478	46102190	BHOJRAJ HATWAR	1920.00	4610
479	46102194	PRAVESH SHIVDHAN SINGH	3432.00	4610
480	46102200	SANJAY G ASUTKAR	2160.00	4610
481	46102202	GIRIDHARILAL PAL	2552.00	4610
482	46102203	RAMDHAR YADAV	2552.00	4610
483	46102204	GULAB S. SONEKAR	2352.00	4610
484	46102207	WAMAN N. NAGPURE	2760.00	4610
485	46102210	NANAJI G. PADOLE	2448.00	4610
486	46102212	MANDHAR G. TURANKAR	2568.00	4610
487	46102215	VASANT JUNGHARI	1920.00	4610
488	46102216	JAYANT GOWARDIPE	1880.00	4610
489	46102219	RAMCHANDRA T. KOLHE	2256.00	4610
490	46102220	TIKARAM BALAJI KHADE	2240.00	4610
491	46102222	GAJANAN S. BALKI	2392.00	4610
492	46102225	ANIL TUKARAM KALE	2784.00	4610
493	46102229	R. A. HATHOD	3336.00	4610
494	46102230	RAMESH R. DHANDRAKAR	2720.00	4610
495	46102233	WAMAN M. MESHRAM	3008.00	4610
496	46102235	SUBHASH DHONDU JI YEWALE	3280.00	4610
497	46102236	ARUN A. DHUMANE	2624.00	4610
498	46102237	BALA VAIDYA	2640.00	4610
499	46102239	N. K. SHAN	3392.00	4610
500	46102241	SHIVAJI M. DANGE	1992.00	4610
501	46102246	KISHAN BADKHAL	2544.00	4610
502	46102248	MOH'D SHABIR	3072.00	4610
503	46102250	ASHOK KUMAR BOKADE	2456.00	4610
504	46102253	NATHU TIRANKAR	1840.00	4610
505	46102254	SANJAY TONGE	1840.00	4610
506	46102257	GAJANAN ZADE	1840.00	4610

(1)	(2)	(3)	(4)	(5)
507	46102261	DEORAO KHARKAR	2392.00	4610
508	46102265	MADAN LAD	3008.00	4610
509	46102266	SUDARSHAN BODHE	1840.00	4610
510	46102269	VIKAS WARARKAR	1920.00	4610
511	46102275	MUSTAKH SHEIKH	3240.00	4610
512	46102276	BHAURAO KHARKAR	1920.00	4610
513	46102278	MAHADEO DAKHARE	1872.00	4610
514	46102279	ANANTA GADGE	1912.00	4610
515	46102289	KHANDOO WARARKAR	2280.00	4610
516	46102290	DAYNESHWAR BARDE	2064.00	4610
517	46102291	BAJIRAO BELEKAR	1960.00	4610
518	46102293	SHIKRISHNA BADKHAL	1960.00	4610
519	46102299	SUDHAKAR K. DHAWALE	2400.00	4610
520	46102302	VITTHAL BONDE	2072.00	4610
521	46102312	HANUMAN SHIONATH	3240.00	4610
522	46102313	MOHAN M. SHENMARE	2016.00	4610
523	46102315	MORECHWAR RASEKAR	2016.00	4610
524	46102319	SHRIRAM NINDEKAR	2256.00	4610
525	46102322	ARUN M. KAMRLE	2016.00	4610
526	46102323	RASBIHARI SAHU	2464.00	4610
527	46102330	ASHOK K. MESHRAM	2920.00	4610
528	46102331	SURYANATH YADAV	2336.00	4610
529	46102341	BHIMRAO NAGRALE	2016.00	4610
530	46102344	GAJANAN M. PIMPALKAR	2176.00	4610
531	46102346	SURESH S. PACHBHAI	1888.00	4610
532	46102348	MOHAN YADAV	3224.00	4610
533	46102353	RAMESH GIRADKAR	2016.00	4610
534	46102354	ATUAL PAIKRAO	2016.00	4610
535	46102355	NARAYAN UDANTIWAR	2192.00	4610
536	46102358	ASHRAF M. JAWED	2016.00	4610
537	46102359	SUJIT GOVINDWAR	2016.00	4610
538	46102360	WILLIAM D. PETER	2192.00	4610
539	46102362	MAROT RAJURKAR	1840.00	4610
540	46102364	JAYANT BALKI	1880.00	4610
541	46102368	BABURAO CHOUKIKAR	3072.00	4610
542	46102371	SACHIN KHARAKAR	1776.00	4610

(1)	(2)	(3)	(4)	(5)
543	46102372	ASHOK J. BADE	3008.00	4610
544	46102373	SURESH D. BURADKAR	2120.00	4610
545	46102374	SHEKHAR ISARAP	2032.00	4610
546	46102375	RAMESH GOHANE	3008.00	4610
547	46102377	SEVANAND DHOTE	1880.00	4610
548	46102381	VIDYANAND PATIL	2472.00	4610
549	46102382	SANJAY DUKRE	1856.00	4610
550	46102383	RAMESH CHIDDARWAR	2392.00	4610
551	46102387	RAJU DHOTE	1784.00	4610
552	46102391	NETAJI ZADE	1784.00	4610
553	46102392	SANTYA RANGUWAR	2640.00	4610
554	46102395	SANJAY KUCHANKAR	1784.00	4610
555	46102400	PRAKASH WABHITKAR	1992.00	4610
556	46102401	VIJAY GOURKAR	2232.00	4610
557	46102402	MAROTI BADKHAL	3008.00	4610
558	46102416	PURUSHOTTAM VAIDYA	1752.00	4610
559	46102419	GHANSHYAM KHOKLE	1808.00	4610
560	46102423	SUNIL NANDE	1784.00	4610
561	46102427	RAJENDRA GOWARDIPE	1808.00	4610
562	46102428	VITTAL KARADBHUJE	1784.00	4610
563	46102440	DINANATH KARADE	1880.00	4610
564	46102444	ANIL KADUKAR	1808.00	4610
565	46102451	SANTRAM	2584.00	4610
566	46102453	SANJAY GAURKAR	3144.00	4610
567	46102454	SHANKAR LONGADAGE	3144.00	4610
568	46102460	PUSHKAR PACHBHAI	2232.00	4610
569	46102462	ANIL J. SOOR	2776.00	4610
570	46102474	UDAYBHAND SURKUT	2488.00	4610
571	46102476	JUMMADIN BABUJAN	2544.00	4610
572	46102481	GULAM MD. JAKRIYA KHAN	3008.00	4610
573	46102483	SANTOSH K. CHAUHAN	1912.00	4610
574	46102486	KASHINATH B. KAMATWAR	2040.00	4610
575	46102488	DEEPAK D. KUMARE	1920.00	4610
576	46300547	MALLAKI GAURIYA	2736.00	4610
577	46303453	MADHUKAR BALAJI KALE	2064.00	4610
578	46303582	DEORAO MAHADEO VAIRAGADE	1974.00	4610

(1)	(2)	(3)	(4)	(5)
579	46502107	VINOD B. ZADE	1872.00	4610
580	16151490	S. CHAKRABORTY	3336.00	4640
581	19520972	VITTHAL R. KHADE	1976.00	4640
582	19665674	JAYANANDRAS. PAIGHAN	1808.00	4640
583	19665736	RAKESH KUMAR BEHARIYA	1808.00	4640
584	28002248	MOH' D. GAUSUDDIN MOD' D. BAHUDDIN	2776.00	4640
585	28002993	GOPAL MAHADEO DHAWLE	2072.00	4640
586	31400135	SHIVSHANKAR SHYAMLAL	1656.00	4640
587	31400138	VILAS M. LASUTE	1656.00	4640
588	31400139	DURYODHAN R. ROBIDAS	1632.00	4640
589	31400140	TIKARAM M. KHADE	1656.00	4640
590	31400141	SHANKAR M. KONGE	1632.00	4640
591	31400147	MEKAL MOGILI KANKAIYA	1632.00	4640
592	31400148	NARESH KUMAR RAMSAKHA	1632.00	4640
593	31400151	VIKAS PANDHARE	1632.00	4640
594	31400156	SHASHIBHUSHAN SINGH	1632.00	4640
595	44010318	MD. RAFIK JAN MOHAMMAD	2760.00	4640
596	44010442	GANPAT ANDRASKAR	2160.00	4640
597	44010759	RAMDAS PAIKA	2360.00	4640
598	44010883	HANUMAN SINGH	2944.00	4640
599	44010911	NANAJEE RAGHUNATH	2520.00	4640
600	44010912	PUNDLIK MAHADEO	2480.00	4640
601	44011299	MANGAL CHARANDAS TELTUMBDE	2400.00	4640
602	44011631	SUMERI RAM	2688.00	4640
603	44012078	SHESHRAO KISAN BADKAL	2120.00	4640
604	44013345	RAJARAM AMOL	2840.00	4640
605	46052309	PRASHANT K. DERKAR	1920.00	4640
606	46102183	CHARANDAS S. BANSOD	3088.00	4640
607	46102272	LAWRENCE RAJAN	2624.00	4640
608	46300985	MUJIBAR RAHEMAN	2496.00	4640
609	46301885	VIJAY PRASAD	2256.00	4640
610	46301941	DILIP NINDEKAR	2320.00	4640
611	46303278	RAMSHANKAR PARDESI	3000.00	4640
612	46303518	RAMPRASAD BABULAL	1976.00	4640
613	46303581	PRANGOPAL DENGAR TAPADAR	2072.00	4640
614	46400014	SUNIL R. KHOKLE	1752.00	4640

(1)	(2)	(3)	(4)	(5)
615	46400015	PANDURANG KARDBHUJE	1848.00	4640
616	46400019	SHANKAR THAKRE	2304.00	4640
617	46400020	NILKANTH URUDE	2472.00	4640
618	46400024	PRAKASH GUNDUKAWAR	3336.00	4640
619	46400025	SHESHRAO GOWARDIPE	1920.00	4640
620	46400026	BABARAO G DAMBHARE	1920.00	4640
621	46400027	BHASKAR AWARI	2088.00	4640
622	46400029	KRISHNA KURREWAR	1912.00	4640
623	46400033	SUNIL MATE	1880.00	4640
624	46400035	VILAS CHENDE	1856.00	4640
625	46400036	GULABCHAND DUBEY	3624.00	4640
626	46400038	DURGA SINGH	3392.00	4640
627	46400040	DILIP KAMRLE	2104.00	4640
628	46400047	JANAKLAL SONARE	1912.00	4640
629	46400048	GANESHANDRASKAR	2928.00	4640
630	46400049	HEMRAJ SHARMA	1912.00	4640
631	46400050	DINESH KUMAR MOHABE	1912.00	4640
632	46400052	MAGATI BEHRA	2776.00	4640
633	46400059	ANATA WASADE	1880.00	4640
634	46400060	ANIL KONGARE	2192.00	4640
635	46400061	SHANKAR DAMBHARE	1920.00	4640
636	46400062	RAJENDRA ASUTKAR	2192.00	4640
637	46400064	SURYDAS WAGHMARE	1808.00	4640
638	46400066	MADHUKAR DHOKNE	3440.00	4640
639	46400067	SURESH BONDE	2552.00	4640
640	46400068	SUMARLAL YADAV	3288.00	4640
641	46400069	RAJSHWAR SINGH	2552.00	4640
642	46400074	ARUN KELWATKAR	2472.00	4640
643	46400075	ARJUN DURGA	1832.00	4640
644	46400076	MAHADEO DAMRHARE	1848.00	4640
645	46400079	NARAYAN SHARMA	3496.00	4640
646	46400083	TAKIYODDIN KAZI	2776.00	4640
647	46400084	D. B. MUKKAWAR	3144.00	4640
648	46400086	PRABHAKAR THAWARI	2176.00	4640
649	46400087	KISHOR KUMAR BHAWARKAR	1920.00	4640
650	46400089	KISHORI HARDDE	2400.00	4640

(1)	(2)	(3)	(4)	(5)
651	46400090	DWARKA PRASAD MISHRA	1880.00	4640
652	46400093	PREMA YADAV	2520.00	4640
653	46400094	SANTOSH VIDHATE	1872.00	4640
654	46400095	YADAO P. JOGI	2848.00	4640
655	46400096	JAGANNATH WADHAI	2320.00	4640
656	46400098	MADHUKAR DHEPEKAR	2280.00	4640
657	46400099	SUNIL GULHANE	3144.00	4640
658	46400100	SAMBHAJI KUBDE	2928.00	4640
659	46400101	MAHADEO GOWARDIPE	1920.00	4640
660	46400103	SANJAY BOBADE	2192.00	4640
661	46400104	SARNATH SONTAKKE	2656.00	4640
662	46400105	RAMJIRAM WASUDEO	2320.00	4640
663	46400107	MAHADEO CHIKANKAR	2392.00	4640
664	46400108	P. W. KHEDULKAR	2656.00	4640
665	46400113	SHIV KUMAR MISHRA	2192.00	4640
666	46400114	WAMAN KURJEKAR	2192.00	4640
667	46400116	BHASHKAR	2192.00	4640
668	46400117	NAGORAO HARAN	3280.00	4640
669	46400119	SHRIHARI MOHITKAR	2456.00	4640
670	46400120	MAHADEO PECHÉ	1880.00	4640
671	46400121	KAILASH GAJBHIYE	2192.00	4640
672	46400122	ANANDRAO URKUDE	2456.00	4640
673	46400125	DILIP JOG	2928.00	4640
674	46400126	MANGRU KHADSANG	2320.00	4640
675	46400127	JITENDRA NARAD	1968.00	4640
676	46400129	EKNATH N. DOOKEY	2520.00	4640
677	46400130	A. S. TAYDE	2656.00	4640
678	46400132	BALKRISHNA M. ZADE	1920.00	4640
679	46400134	GOWARDHAN R. TELTUMBDAE	2848.00	4640
680	46400135	ASHOK P. BODEKAR	2112.00	4640
681	46400136	GAJANANG PAZARE	2256.00	4640
682	46400138	KHUSHAL S. DAWARE	2256.00	4640
683	46400139	RAJENDRA D. BUCCHE	2256.00	4640
684	46400140	RAMCHANDRA K. THOMBRE	2256.00	4640
685	46400141	RAJU D. LOHAKARE	2192.00	4640
686	46400142	SHAKEEL AB. GAFFAR	2400.00	4640
687	46400144	VINOD R. KHANDALKAR	2464.00	4640
688	46400145	NATHU K. DETHE	2304.00	4640
689	46400152	RAMESH K. KATKAR	2392.00	4640
690	46400153	RAJU N. MATTE	1848.00	4640
691	46400155	RAMESH Nawle	2784.00	4640

(1)	(2)	(3)	(4)	(5)
692	46400156	KAWADU C. ATRAM	2256.00	4640
693	46400158	RUSHI U. KHUTEMATE	2120.00	4640
694	46400161	UTTAM P. DORKHANDE	2256.00	4640
695	46400162	RAMESH KUMAR SUKKA	3440.00	4640
696	46400163	GANESH CHHOTEYLAL	3496.00	4640
697	46400164	RASHTRAPAL G. BULKUNDE	2192.00	4640
698	46400167	SANTOSH R. MADDESHWAR	3008.00	4640
699	46400168	MOHAN S. HEPAT	3088.00	4640
700	46400169	RAMPRASAD S. YEREKAR	1784.00	4640
701	46400170	BHASKAR M. PARKHI	2192.00	4640
702	46400171	SURESH N. RAJURKAR	2304.00	4640
703	46400172	LAXMAN L. MANTHONWAR	2576.00	4640
704	46400173	DEVAJI R. LABHANE	2200.00	4640
705	46400176	WAMAN R. MAHARTALE	2640.00	4640
706	46400179	RAJESH KUMAR THAKUR	2016.00	4640
707	46400180	SHIVPALMORI	1752.00	4640
708	46400181	VISHNU M. BHOSKAR	1912.00	4640
709	46400182	BALARAM SHIORAM	2320.00	4640
710	46400184	BATENDRA A. MISTRI	2888.00	4640
711	46400188	NARESH SARODE	1912.00	4640
712	46400191	A. M. DAFALE	3568.00	4640
713	46400192	PATRU S. DHONGALE	3456.00	4640
714	46400193	SURESH P. BUNE	3224.00	4640
715	46400194	PRABHAKAR S. KHADE	2112.00	4640
716	46400198	BABRULALSARVAN	2160.00	4640
717	46400202	ANAD DOMA JI GAJBHIYE	2320.00	4640
718	46400203	MAHADEO S. RAUT	2704.00	4640
719	46400206	MOHAN PURUSHOTTAM PARKHI	2232.00	4640
720	46400208	SHANKAR GULAB LODGE	1840.00	4640
721	46400209	GAJANAN JENEKAR	2200.00	4640
722	46400211	ASHOK M. BHAGAT	3280.00	4640
723	46400212	NARAYAN N. THOMBRE	2016.00	4640
724	46409001	VITTHAL KAREKAR	1880.00	4640
725	46409004	MANGAL KHOKALE	1880.00	4640
726	46409007	PADMAKAR KAREKAR	1920.00	4640
727	46409008	SANTOSH BURADKAR	1920.00	4640
728	46409009	BAJIRAO KAREKAR	1840.00	4640
729	46409013	RAJU DAVE	1784.00	4640
730	46502071	ANNA N. BELEKAR	1776.00	4640
TOTAL AMOUNT (RS.)				1732383.00

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2280.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स वेस्ट्रन कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 126/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/257/2001-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S.O. 2280.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.126/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of WCL, Walni Mines, and their workmen, received by the Central Government on 19-09-2013.

[No. L-22012/257/2001-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/126/2002 Date: 07-08-2013

Party No. 1 : The Sub Area Manager,
WCL, Walni Mines,
Teh. Saoner,
Distt. Nagpur

Party No. 2 : Shri Manik Govinda Kewat
R/o Saoli, Tal. Parseoni,
Distt. Nagpur

AWARD

(Dated: 7th August, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the Industrial Dispute between the employers, in relation to the management of WCL and their workman, Shri Manik Kewat, for adjudication, as per letter No. L-22012/257/2001-IR (CM-II) dated 25-07-2002, with the following schedule :—

"Whether the action of the management of WCL, Walni Mines, Saoner, Distt. Nagpur in dismissing Shri Manik S/o Govinda Kewat, R/o Sanli,

Teh. Parseoni, Distt. Nagpur vide their order dated 27-02-2000 is legal, proper and justified? If not, to what relief is the workman entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman Shri Manik Kewat, ("the workman" in short) filed the statement of claim and the management of WCL, ("party no. 1" in short) filed the written statement.

The case of the workman as presented in the statement of claim is that he was appointed in the post of loader w.e.f. 1975 on permanent basis and a show cause notice dated 26-07-1999 was issued against him by the party no. 1 on the allegations of his remaining absent from duty for the entire month in April 1999, 10 days in May 1999 and 6 days in June, 1999 and during the above said periods, he was suffering from illness and had submitted leave application to the M.T.K. Walni colliery and he had taken medical treatment from Walni Hospital and the party no. 1 issued a charge sheet dated 21/22-08-1999 (wrongly mentioned as 21/12-08-1999 in the statement of claim) against him levelling false charges against him, which was received by him on 23-08-1999 and on 24-08-1999, he submitted his reply to the said charge sheet stating therein of levelling baseless, fake and false charges against him, but party no. 1 appointed the enquiry officer to enquire into the charges levelled against him and he participated in the enquiry on the dates fixed by the enquiry officer, but on 24-09-1999, he was marked absent by the enquiry officer, though, he had sent an application for adjournment of the enquiry on the ground of the absence of his coworder and the enquiry was fixed to 01-11-1999, but as he was sick from 30-10-1999 to 11-11-1999, he could not able to attend the enquiry on 01-11-1999 and the enquiry was adjourned to 20-11-1999 and he again fell ill on 20-11-1999 and the doctor of Meyo Hospital, Nagpur advised him for bed rest from 20-11-1999 to 20-02-2000 and he did not remain absent deliberately on the dates fixed for the enquiry and the enquiry officer did not consider the genuine reason of his absence and without giving him proper opportunity to defend his case, illegally proceeded with the enquiry ex parte and the copy of the enquiry report or findings of the enquiry officer were not given to him and the findings recorded by the enquiry officer, in his absence are false and incorrect and as such, the order of dismissal passed against him on 27-02-2000, basing on such findings is also illegal and unjustified and is liable to be set aside. The further case of the workman is that he had applied for his transfer from Walni Mine to A.B. Mine on 02-09-1998 and 12-07-1999 on the ground of his ill health (weakness) and on the ground of long distance from his residence, but his applications were not considered.

The workman has prayed to reinstate him in service with continuity and full back wages.

3. The party no. 1 in their written statement have pleaded inter-alia that the workman has made baseless and false allegations and he did not have a clean record and he was in habit of remaining unauthorized absent without there being any reason and in the statement of claim, the workman has misquoted the facts and law, which appears to have arisen due to the misconception and misconstruction of the facts and law involved in the case and he was also suppressed material facts and he remained absent from duty unauthorisedly for 270 days in 1996, 240 days in 1997, 225 days in 1998 and 214 days in 1999, for which warning letters were issued against him and the same were received and acknowledged by the workman and the workman has admitted such facts in his statement of claim and before imposing the punishment, a second show cause notice was issued to the workman vide letter dated 20-02-2000, but the workman failed to make any representation and as such, he was rightly dismissed from the services vide letter dated 27-02-2000 and the workman was given every opportunity to defend himself in the enquiry and he had also engaged a coworker to assist him in the enquiry and the show cause notice was issued on 23-07-1999 and not on 26-07-1999 as claimed in paragraph 2 of the statement of claim by the workman and the workman was not suffering from any illness as alleged and no application was submitted by him before the enquiry officer and he was also not treated at Walni Hospital as claimed by him and the charges levelled against the workman were neither false nor baseless and the workman procured the certificate from Nagpur, without being examined and there was no genuine reason for remaining absent from the enquiry and the copy of the enquiry report was supplied to the workman alongwith the 2nd show cause notice and the findings recorded by the enquiry officer are neither baseless nor false and the action taken by them is quite legal and justified and the request of the workman for transfer was not considered due to administrative exigencies and the same has nothing to do with the enquiry or dismissal of the workman and the workman is not entitled to any relief.

4. As this is a case of dismissal of the workman from services, after holding of a departmental enquiry against him, the fairness of the departmental enquiry was taken up as a preliminary issue for consideration and as per order dated 09-11-2012, the departmental enquiry was held to be legal, proper and in accordance with the principles of natural justice.

5. At the time of argument, it was submitted by the learned advocate for the workman that the findings recorded by the Enquiry Officer, in absence of the workman are false and in correct and therefore, the severe action taken by party no. 1 is totally illegal and unjustified and the order of dismissal needs to be set aside. It was further submitted by the learned advocate for the workman that the workman did not remain absent deliberately and he was not in habit

of remaining absent and the illness of the workman compelled him to remain absent on medical ground and such illness certificate had been submitted by the workman before the party no. 1 and as such, the order of punishment is *prima facie* uncalled for, illegal, baseless and untenable and is liable to be set aside and the workman is entitled to reinstatement in service with continuity and full back wages.

In support of such contentions, the learned advocate for the workman placed reliance on the decision of the Hon'ble Apex Court as reported in 2009 III CLR-645 (Chairman-Cum-M.D., Coal India Limited Vs. Mukul Kumar Choudhary and Others).

6. Per contra, it was submitted by the learned advocate for the party no. 1 that vide order dated 09-11-2012, it was already been held by the Tribunal that the departmental enquiry conducted against the workman is valid, proper and in accordance with the principles of natural justice and no case of perversity has been demonstrated by the workman and the evidence recorded is quite eloquent to demonstrate that findings of the enquiry officer are just and the same are not perverse and the workman has not cited specific instances to show that the findings of the enquiry officer are perverse and the findings of the enquiry officer are based on the records of the enquiry, documents filed and evidence led before him and the enquiry officer has given a rational and objective report and he has not relied on any extraneous material and his report is also not contrary or opposed to the evidence and the report is also not as such, which no reasonable person could have arrived at and the quantum of punishment is also justified, in view of the misconduct committed by the workman and the workman is not entitled to any relief.

In support of the submissions, the learned advocate for the party no. 1 placed reliance on the decisions reported in 2001 LAB IC-7367 (Syed Rahemuddin Vs. Director General CSIR), AIR 1972-2182 (M/s. The Benarus Electric and Light Power Company Ltd. Vs. Labour Court-II Lucknow) and AIR 1970 SC-1334 (M/s. Perry and Co. Ltd. Vs. P.C. Pal).

7. The Hon'ble Apex Court in the decision reported in AIR 1970 SC-1334 (Supra) have held that :—

“Where the Tribunal having jurisdiction to decide a question comes to a finding of a fact, such a finding is not open to question under article 226 unless it could be shown to be wholly unwarranted by the evidence. Where the Tribunal has disabled itself from reaching a fair decision by some considerations extraneous to the evidence and the merits of the case or where its conclusion on the very face of it is so wholly arbitrary and capricious that no reasonable person can ever have arrived at that conclusion interference under Article 226 would be justified.”

8. In the decision reported in AIR 1972 SC-2182 (Supra), the Hon'ble Apex Court have held that :—

“A finding recorded in a domestic enquiry cannot be characterized as perverse by the labour court unless it can be shown that such a finding is not supported by any evidence, or is entirely opposed to the whole body of the evidence adduced. In a domestic enquiry once a conclusion is deducted from the evidence, it is not permissible to that conclusion even though it is possible for some authority to arrive at a different conclusion on the same evidence.”

9. In the decision reported in 2009 III CLR-645 (Supra), the Hon'ble Apex Court have held that :—

“Proportionality of punishment-Charge proved against respondent no. 1 is unauthorized absence for 6 months-For that punishment of removal is imposed-Question is whether it is harsh-The charge is admitted by respondent no. 1—It is held that punishment of removal is unduly harsh and demand of justice would be met if he is reinstated but denied back wages from the date of his removal until reinstatement by way of punishment for proved misconduct.”

10. It is clear from the principles settled by the Hon'ble Apex Court in the decisions that the jurisdiction of the Tribunal to interfere with the disciplinary matters for punishment cannot be equated with an appellate jurisdiction and the Tribunal cannot interfere with the findings of the enquiry officer or the competent authority where they are not arbitrary or utterly perverse and if there has been an enquiry consistent with the rules and an accordance with the principles of natural justice, what punishment would meet the ends of justice is a matter exclusively within the jurisdiction of the competent authority and if the penalty can be lawfully imposed and is imposed on the proved misconduct, the Tribunal has no power to substitute its own discretion for that of the authority.

Keeping in view the above settled principles, now the case in hand is to be considered.

After perusing the material on record including the papers of the departmental enquiry and taking into consideration the submissions made by the learned advocates for the parties, it is found that the enquiry officer has arrived at the conclusions by analyzing the evidence adduced in the departmental proceeding systematically and so also in a rational manner. The findings of the enquiry officer are based on the materials on record of the enquiry proceedings and not on any extraneous consideration. It is also found that this is not a case of no evidence or that the findings of the enquiry officer are based on no evidence. The findings of the enquiry officer are not as such, which could not have been reached by a prudent man on the materials available on record. Hence,

the findings of the enquiry officer cannot be said to be perverse.

11. So far the proportionality of the punishment is concerned, in this case grave misconduct of not only unauthorized absence, but also habitual absenteeism without sufficient cause have been proved against the workman in a properly conducted departmental enquiry. As the different facts and circumstances of the case in hand are quite different of the facts and circumstances of the case referred in the decision reported in 2009 III CLR-645 (Supra), with respect, I am of the view that the said decision has no clear application to this case. As the punishment imposed against the workman is not shockingly disproportionate to the grave misconducts proved against him in a properly conducted departmental enquiry, there is no scope to interfere with the same. Hence, it is ordered :—

ORDER

The action of the management of WCL, Walni Mines, Saoner, Distt. Nagpur in dismissing Shri Manik S/o Govinda Kewat, R/o Saoli, Teh. Parseoni, Distt. Nagpur, vide their order dated 27-02-2000 is legal, proper and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 154/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/379/2002-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S.O. 2281.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.154/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Nagpur Area of WCL and their workmen, received by the Central Government on 19-09-2013.

[No. L-22012/379/2002-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P.CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/154/2003 Date: 04-09-2013

Party No. 1 : The Chief General Manager,
Nagpur Area of WCL, Jaripatka,
Nagpur

Party No. 2 : The President,
Bhartiya Koyla Khadan Mazdoor Sangh
(BMS), WCL Pipla Colliery, Nagpur

AWARD

(Dated: 4th September, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of WCL and their workman, Shri Mumtaz Ahmed, for adjudication, as per letter No. L-22012/379/2002-IR (CM-II) dated 11-07-2003, with the following schedule :—

"Whether the action of the management of WCL, Nagpur in reducing the pay scale and pay of Sh. Mumtaz Ahmed (U.G Loader) to the grade of Cat. I Mazdoor i.e. Tub Checker is legal and justified? If not, to what relief he is entitled?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Mumtaz Ahmed, ("the workman" in short), filed the statement of claim and the management of WCL, ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was working as a causal loader in Pipla colliery w.e.f. 28-02-1972 and he was regularized as a permanent underground loader on 30-04-1974 and he continued to work as such till 23-05-1980 and he met with an accident in the underground, while on duty, in the month of May, 1980 and during the period of injury on duty, he was paid all the benefits as per rules and he was declared medically fit for duty after the period of I.O.D. and was engaged by the party no. 1 as underground Tub-Checker and worked as a Tub-checker till 30-08-1984 and the job of Tub checker is monthly paid staff equal to the post of underground Munshi/Clerk grade III and during the relevant period though his designation continued to be underground loader, he was neither paid the wages of the underground loader nor the wages of Tub checker/Munshi, but he was paid wages of Category-I Mazdoor, which was highly illegal and he was also not paid the differential wages of underground loader and Mazdoor

Category-I, even though other loaders, who were engaged on time rated or monthly paid jobs were given the differential wages and the said act of party no. 1 was highly discriminatory, arbitrary and malafide and though he requested frequently either to give him the salary of underground Munshi or the difference of wages of Category-I mazdoor and underground Munshi, or the wages of underground permanent loader, the party no.1 did not pay any attention to his such requests.

The further case of the workman is that on the recommendation of the departmental promotion committee constituted for regularisation of the post, he was regularized as underground Munshi vide office order dated 20-08-1984 in the pay scale of Rs. 625-23-947 as recommended by the National Coal Wages Agreements-III and even though, in the office order dated 20-08-1984, his designation was clearly mentioned as "Loader", his pay as underground Munshi was wrongly fixed and the pay fixation was made taking his pay as a Category-I Mazdoor, which was much less than the basic of an underground Loader as per NCWA-III and the basic pay of category-I Mazdoor was Rs. 15 per day, while the basic pay of underground Loader was Rs. 36.20 +special piece rated allowance + other allowances and some loader of Silewara and Pipla Collieries of Nagpur Area were promoted as Mining Sirdar, i.e. monthly paid staff just like him vide office order dated 2/3-09-1982 and their pay fixation was done from group VA wages of a loader and the wages of group VA loader were much higher than the Category-I Mazdoor, where as his pay fixation was done from Category-I wages, which was much less than the group VA wages of a loader and to rectify the injustice, he approached the recognized union for help and the union discussed about his case in several industrial relation meetings with the party no. 1 and he also submitted representations dated 27-03-1995 and 28-06-1995, but party no. 1 failed to consider his representations and the union representative kept him waiting for such a long period with the assurance of correction of his pay fixation by party no. 1, but party no. 1 did not consider his case and as his pay fixation was not done as per law, he sustained heavy financial loss during the period of service and so also his retirement in respect of Coal Mines Provident Fund, gratuity and pension.

The workman has prayed for a direction to the party no. 1 for re-fixation of his pay on his promotion as underground Munshi from loader as on 20-08-1984 and to pay the differential wages from 20-08-1984 till final payment of the differential of wages and interest thereon.

3. Party No. 1 in the written statement has pleaded inter-alia that the present dispute is not maintainable in the eyes of law and the same is basically filed with a view to gain unlawful gains and the workman was initially appointed on casual basis and worked as casual mazdoor and he was regularized on 30-04-1974 and the work of loader

is a very tough and hazardous work and he is paid as per the work done and his salary depends upon the output and if the output of the loader is more than minimum prescribed by the management, he is entitled to more pay and though the workman was working as a loader, he was discontinued from the said post, due to his physical fitness and since 1985, he worked as underground Munshi and was being paid the salary prescribed by the management, which was accepted by the workman without any demur or complaint whatsoever and the work of underground Munshi is in supervisory category and can be termed as light work and the workman was given the duty of underground Munshi on his own request and not otherwise and the workman is not entitled to claim more salary for less work, as the principles of equal pay for equal work are applicable in the industry and the appointment on the post of underground Munshi is not done by promotion or otherwise, but the same is a selected post and employee has to apply for the same and the workman was appointed on the said post on his request on temporary basis initially and subsequently, he was regularized vide office order dated 06-08-1984 and the workman did not challenge the said order and joined his duties on 31-08-1984 and the workman was granted one increment alongwith the said order, which was also accepted by him without any demur.

The further case of party no. 1 is that the workman has raised a stale claim and he raised the claim for the first time before the ALC sometime in the year 2002 i.e. after a period of over 16 years, which is not permissible and such claim cannot be entertained and there was a fire in Pipla Mine in the year 1994 and in that fire, all records were destroyed and the service register in respect of the workman, which is available with the management w.e.f. 1984 only, speaks only of his selection to the post of underground Munshi and subsequent increment and from the said record, it is crystal clear that it was the workman who opted for the post and a settlement was arrived between the management and the workman on 02-11-1992, which was consented by the R.L.C. and the workman is not entitled to any relief in terms of clause 1.3 of the said settlement and the said settlement is a settlement within the meaning of section 2 (P) and section 18 (1) of the Act and Rule 58 of Industrial Disputes (Central) Rules, 1957 and the same is binding on the parties and subsequently the workman was re-designated as clerk grade-III and there was no accident and the workman did not sustain any injury as alleged and he also did not work as underground Tub-checker and Tub-checker and underground Munshi are more so equivalent posts and the workman worked as Category-I Mazdoor and as such, he was paid for the said work only and the workman is not entitled to any relief.

4. In the rejoinder, the workman has pleaded that the wrong fixation of his pay at the initial stage of his promotion is a continuing wrong and therefore, the question of

limitation does not arise and the settlement mentioned by party no. 1 does not apply to his case, as his case is not a case of conversion of piece rated loader to time rated job, but is a case of wrong fixation of pay on promotion and on the date of his promotion, his designation was "Permanent Loader" and he is entitled for the reliefs.

5. In order to prove his case, the workman has examined himself as a witness, besides placing reliance on the documentary evidence. It is to be mentioned that no oral evidence has been adduced by party no. 1 in support of its claim. The party no. 1 has also not filed any other document, except the copy of the settlement dated 02-11-1992 and the copy of the order dated 05-08-2010 passed by the Hon'ble High Court Nagpur Bench in writ petition no. 4682 of 2006, even though party no. 1 has mentioned in the written statement about filing of documents as annexures R-I to R-III. The examination-in-chief of the workman is on the affidavit. The workman has reiterated the facts mentioned in the statement of claim and rejoinder in his evidence. The workman has also proved the order of his selection as underground Munshi dated 06-08-1984, the pay fixation order, copies of his two representation dated 27-03-1995 and 28-06-1995 and office order dated 02-09-1982 as Exts. W-6 to W-10. In his cross-examination, the workman has stated that he was appointed as underground Munshi from 1984.

6. At the time of argument, it was submitted by the learned advocate for the workman that from the documents, Exts. W-6 to W-9 and the oral evidence of the workman, which has not been discredited in any manner in the cross-examination, it is clear that the workman was promoted as underground Munshi w.e.f. 06-08-1984 and at the time of his such promotion, his designation was underground loader and at the relevant time, the workman was working as underground tub checker, but at the time of fixation of his pay in the higher post, patent wrong was committed by party no. 1 as the said pay fixation was done by taking the daily wages of Category-I Mazdoor and not the wages of a loader or underground Tub-checker and even though, the workman made requests to the party no. 1 for correction of the mistake in his pay fixation, time and again, party no. 1 did not take any action in that regard. It was also submitted that there was no delay in raising the dispute, as wrong fixation of pay and payment of salary on each month on the basis of such wrong fixation is a continuing wrong and the settlement dated 02-11-1992 is not at all applicable to the case of the workman, as the same is a settlement in regard to protection of wages on conversion of piece rated loader to time rated category and in the present case, it is wrong fixation of pay of the workman in the higher post and workman is entitled for the reliefs as claimed by him in the statement of claim.

7. Per contra, it was submitted by the learned advocate for the party no. 1 that the appointment of the

workman on the post of underground Munshi was not done by promotion, but such appointment was done by way of selection, on the request of the workman and he was being paid the salary prescribed by the management, which was accepted by him without any demur or complaint and the workman had also been granted one increment alongwith the order dated 06-08-1984 and said order was accepted by the workman without any objection and the workman raised the stale claim for the first time before the ALC, sometime in the year 2002, after a period of over 16 years and it is well settled by the Hon'ble Apex Court in a number of decisions that though law of limitation is not applicable to industrial disputes, stale claim should not be encouraged and the workman should not be granted any relief and as in this case, the workman has raised the alleged dispute after a very long period of time, he is not entitled for any relief.

It was further submitted by the learned advocate for the party no. 1 that the workman is a member of the recognized union and there was a settlement between the management and the recognized union on 02-11-1992, which was consented by the RLC and the said settlement is a settlement within the meaning of section 2(P) and section 18 (1) of the Act and Rule 58 of the Industrial Disputes (Central) Rules, 1957 and the same is binding on the parties and in terms of clause 1.3 of the said settlement, which prohibits the re-opening of old cases prior to 14-11-1990, the workman is not entitled to any relief and the Hon'ble High Court, Nagpur Bench have been pleased to take such a view in the case of Rajaram and others Vs. Mine Manager, Inder Mines WCL, and others in writ petition no. 4662/2006 and the workman is not entitled to any relief.

8. In this case, it is admitted by the party no. 1 that the workman was regularized as loader on 30-04-1974 and he was selected as underground Munshi vide office order dated 06-08-1984. Though the workman has pleaded that in course of his employment as a loader and while on duty, in the month of May, 1980, he sustained injuries and remained on I.O.D. and after he was declared medically fit for duty, he was engaged to work as Tub-checker upto 30-08-1984, and even though his designation was underground loader during the said period, party no. 1 illegally paid the wages of category-I Mazdoor to him. Party No. 1 in the written statement while giving para wise reply to the statement of claim has denied such pleadings and has only pleaded that the workman worked as category-I mazdoor and as such, he was paid for the said work only. Party No. 1 nowhere pleaded as to why and from when the workman, who was already regularized as underground loader w.e.f. 30-04-1974 worked as a category-I Mazdoor.

9. Perused the evidence on record, both oral and documentary. On perusal of the document, Ext. W-6 it is found that on the recommendation of the committee constituted for regularization to the post of clerk Gr. III or

UG Munshi, the workman was selected for his regularization as underground Munshi by office order no. 84/1645 dated 6/1-08-1984 in the pay scale of Rs. 625-23-947 of NCWA-III. It is also found that in Ext. W-6, the designation of the workman was mentioned as Loader and not as Mazdoor category-I. It is to be mentioned here that Ext. W-6 is an order passed by the party no. 1 for regularization of the workman and 41 others, either as clerk Gr. III or underground Munshi, which clearly indicates that those employers were working either as clerk Gr. III or underground Munshi, as mentioned against their respective name prior to such order and as the workman was regularized as underground Munshi by the said order, it is clear that he was working as underground Munshi prior to the order dated 6/11-08-1984, Ext. W-6, as claimed by him and not as mazdoor category-I as claimed by party no. 1.

Ext. W-7 is the pay fixation statement of the workman and three others. In the pay fixation statement also, the designation of the workman has been mentioned as loader and not mazdoor category-I. It is found from Ext. W-7 that the date of promotion of workman was 20-08-1984. However, for fixation of the pay of the workman as underground Munshi, basic pay of Cat.-I was taken into consideration by party no. 1. In Ext. W-7, nothing has been mentioned as to why the basic pay of Cat. I mazdoor was taken into consideration, even though the designation of the workman was mentioned as loader. So, it is obvious that the fixation of pay of the workman as underground Munshi as per Ext. W-7, by taking the basic pay of Cat. I Mazdoor and not that of an underground loader is quite wrong.

10. The first contention raised by the learned advocate for the party no. 1 is regarding the delay in raising the dispute. It was submitted that the pay fixation was made in the year 1984 and the workman accepted such pay fixation and received the pay without raising any objection and only in 1995, for the first time, he raised the objection in regard to wrong fixation of his pay and after a long delay of about 16 to 17 years, he raised the dispute before the A.L.C. and there was inordinate delay in raising the dispute and there is no explanation for such long delay from the side of the workman and it is well settled in a number of decisions by the Hon'ble Apex Court and Hon'ble High Courts that stale claim must not be entertained by the appropriate Government while making a reference and in a case where such reference is made, the workman would not be entitled to the relief at the hands of the labour court and due to the latches of the workman in raising the dispute in time, he is not entitled for any relief.

It is well settled by the Hon'ble Apex Court in a number of decisions that although, the court cannot import a period of limitation when the statute does not prescribe the same, it does not mean that irrespective of facts and circumstances of each case, a stale claim must be

entertained by the appropriate Government while making a reference or in a case where such reference is made, the workman would be entitled to the relief at the hands of the labour court.

So, keeping in view the principles as mentioned above, now, the present case in hand is to be considered.

At this juncture, I think it necessary to mention about the decision of the Hon'ble Apex Court reported in AIR 1996-SC-669 (M.R.Gupta Vs. Union of India). The party no. 1 has referred about the said decision in paragraph 29 of its written statement. The Hon'ble Apex Court have held that :—

“5. Having heard both sides, we are satisfied that the Tribunal has missed the real point and overlooked the crux of the matter. The appellant's grievance that his pay fixation was not in accordance with the rules, was the assertion of a counting wrong against him which gave rise to a recurring cause of action each time he was paid a salary which was not computed in accordance with the rules. So long as the appellant is no service, a fresh cause of action arises every month when he is paid his monthly salary on the basis of a wrong computation made contrary to rules.”

The principles enunciated by the Hon'ble Apex Court in the decision mentioned above are squarely applicable to the present case in hand. In this case also, the grievance of the workman is that his pay fixation was wrongly made. It is also found from the documents that the workman raised the dispute regarding the wrong fixation of pay by submitting applications in regard to the same and Exts. W-8 and W-9 are two of such applications. Ext. W-8 , is an application submitted to party no. 1 by the workman on 27-03-1995. In the said application, the workman has mentioned about his submission of earlier application for correction of his fixation of pay. The claim of the workman about his raising the dispute regarding wrong fixation of pay has not been seriously challenged in his cross-examination. So taking into consideration the facts and circumstances of the case, it cannot be said that the claim of the workman is a stale claim and that there was inordinate delay in raising the industrial dispute and therefore the workman is not entitled to any relief. Hence, the submission made by the learned advocate for the party no. 1 on this score fails.

11. The next contention raised by the learned advocate for the party no. 1 is that in view of clause 1.3 of the settlement dated 02-11-1992 between the recognized union and the management of WCL, the workman is not entitled to any relief, as because the said clause 1.3, prohibits the re-opening of the old cases prior to 14-11-1990 and as the case of pay fixation of the workman relates to the year 1984, his case cannot be re-opened.

Perused the settlement dated 02-11-1992 filed by the party no. 1. The same was a settlement between the union, RKKMS, (INTUC), Nagpur and the management of WCL. Clause 1.3 of the said settlement reads as follows :—

“Demand No. 1 (iii)

That the management shall on conversion from PR to TR/MR will fully protect the group wages including SPRA wherever applicable. The basic pay so fixed in the TR/MR category/grade if exceeds the maximum of the category/grade, the balance will be treated as personal pay to the person concerned which shall be adjusted in the subsequent revision of pay/promotion. This decision shall be effective from 01-01-92. It is also agreed that the cases already converted between 14-11-90 to 31-12-91 shall be considered for notional fixation only and earlier cases will not be considered.”

It is clear from the settlement itself and specifically from clause 1.3 that the same was regarding protection of pay of loaders on their conversion to time rated or monthly rated and the restriction imposed for not reopening of the case prior to 14-11-1990 is also in regard to the old cases of loaders. As already mentioned, the case of the workman is not protection of his wages as a loader on his conversion to time rated or monthly rated, but his case is one of fixation of pay, on his regularisation as underground Munshi. So, the settlement dated 02-11-1992 is not at all applicable to the case of the workman. As it is found that the settlement dated 02-11-1992 is not applicable to the case of the workman, with respect, I am of the view that the decision of the Hon'ble High Court, Nagpur Bench passed in writ petition no.4662/2006 is also not applicable to the present case. Hence, I find no merit in the contention raised by the learned advocate for the party no. 1.

12. From the materials on record and the discussions made above, it is found that the fixation of the pay of the workman by taking the daily wages of category-I, Mazdoor, on his regularisation as underground Munshi is quite wrong and the workman is entitled for re-fixation of his pay as on 20-08-1984 by taking in to consideration the basic wages, which he was getting as a loader. Hence, it is ordered :—

ORDER

The action of the management of WCL Nagpur in reducing the pay scale and pay of Sh. Mumtaz Ahmed (U.G. Loader) to the grade of Cat. I Mazdoor i.e. Tub Checker is illegal and unjustified. The party no. 1 is directed to refix the pay of the workman on his regularisation as underground Munshi as on 20-08-1984, by taking the basic wages, which he was getting as a loader and to pay him the differential wages till the date of his retirement. The party no. 1 is also directed to give effect to the award within one month of the publication of the award in the official gazette.

J.P. CHAND, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2282.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एफ सी आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 273/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/193/2003-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S.O. 2282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.273/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 19-09-2013.

[No.L-22012/193/2003-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE SHRI J.P.CHAND , PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/273/2003 Date: 22-08-2013

Party No. 1(a) : The District Manager,
Food Corporation of India
Ajani, Nagpur
Nagpur-440015

Party No. 1(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha
Road, Churchgatye,
Mumbai - 400020

Party No.2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No. 2, Near Boudha Vihar,
Post: Wardha, Distt. Wardha (M.S.)

AWARD

(Dated: 22nd August, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the Industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Vinod Ramdas Pohekar, for adjudication, as

per letter No. L-22012/193/2003-IR (CM-II) dated 08-12-2003,
with the following schedule :—

“Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Vinod Ramdas Pohekar, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Vinod Ramdas Pohekar, ("the workman" in short), filed the statement of claim and the management of Food Corporation of India ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 01-12-1993 and he was initially engaged through a contractor at Wardha Dopot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No.1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 though the contractor for a period for two years, but the contract was made only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No. 1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No. 1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No. 1 and the contractor was bogus and not genuine and

therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No. 1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impeded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 01-12-1993 to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no

question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their go-downs are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of Party No. 1 is that for the relief as claimed, by the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the relief prayed for the therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of Party No. 1 is that the appropriate Government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contract given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and uniform etc to the workman and as such, the workman is not entitled to any relief.

4. Both parties have led oral evidence in support of their respective claims, besides placing reliance on documentary evidence.

The workman in support of his claim has examined himself as a witness. In his evidence, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim.

In his cross-examination, the workman has admitted that FCI had not issued advertisement and the contractor informed them about the vacancy in FCI and the contractor took them to FCI and the management of FCI did not issue any order to them and he does not know if he was appointed by Singh Security Services and they have not filed any document showing payment by FCI and he has no document to show that he was terminated by FCI and it is correctly mentioned in his statement of claim that he was appointed through contractor.

5. Shri Suresh N. Bokade, the witness examined on behalf of the Party No. 1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. The evidence of the witness for the management has remained unchallenged, as none appeared from the side of the workman to cross-examine him.

6. It is necessary to mention here that as none appeared on behalf of the workman to make argument on 25-07-2013, the date on which the reference was fixed for argument, order was passed to proceed with the case ex-parte against the workman.

7. At the time argument, it was submitted by the learned advocate for the Party No. 1 that the workman was never appointed by Party No. 1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the Party No. 1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of Party No. 1 complying with the due procedure of termination and there was no relationship of master and servant between the Party No. 1 and the workman and the Party No. 1 was exempted by the Central Government from the ban imposed for engagement of contract laboures, so contract was given to the security contractor as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and Party No. 1 has no control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the Party No. 1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for

the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the Party No. 1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptah Jiabhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workman of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order :—

"In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union water front workers and others [reported in 2001 (7) SCC1], the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted."

XX XX XX XX

In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redress of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the Party No. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the Party No. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, “In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper.” The case of the workman is that after every two years, the Party No. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and Party No. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

In his evidence on affidavit also, the workman has mentioned that he was initially engaged in Food Corporation of India as a Security Guard through a contractor.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon’ble Apex Court regarding contract labours, in the decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India), 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others) and 1994 II CLR 402 (R.K. Panda & Others Vs. Steel Authority of India and Others).

In the decision reported in 1985-II LLOJ-4 (Supra) the Hon’ble Apex Court have held that :—

“Briefly stated, when corporation engaged a contractor for handling food grain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen

between the corporation and the workmen. “Workman” has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do.....” The expression ‘employed’ has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a “workman” within the definition of the term as contained in the Act.

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957-I-LLJ-477). Now where a contractor employer a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union.”

11. In the decision reported in 2001 LAB IC-3656 (supra) the Hon’ble Apex Court have held that :—

“The principle that a beneficial legislation needs to be construed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intentment of the CLRA Act is in to regulate the conditions of service of the contract labour and to authorise in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10 (1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it

absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce and given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/-12-8-1999 (Cal); C.O. No. 6545 (W) if 1996, D/-9-5-1997 (Cal); W.A. Nos. 345-354 of 1997 m D/-17-4-1998 (Kant); W.P. No. 4050 of 1999, D/-2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/-23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or a connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be

correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made there under."

12. In the decision reported in 1994 II CLR 402 (Supra), the Hon'ble Apex Court have held that :—

With the industrial growth, the relation between the employer and the employees also has taken a new turn. At one time the establishment being the employer all persons working therein were the employees of such employer. But slowly the employer including Central and State Governments started entrusting many of the jobs to contractors. Contractors in their turn employed a worker, who has no direct relationship with the establishment in which they were employed. Many contractors exploited the labourers engaged by them in various manners including the payment of low wages. Hence, the Contract Labour (Regulation and Abolition) Act 1970 was enacted to regulate the employment of contract labour in certain establishment and to provide for its abolition in certain circumstances and for matters connected therewith.

The "Contract Labour" has been defined in Section 2(1) (b) to mean a workman, who has been employed as contract labour in or in connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer. Section 2 (1) (c) defines "Contractor" to mean a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor. "Principal employer" has been defined to mean (i) in relation to any office or department of the Government or a local authority, the head of that office or department or such other officer as the Government or the local authority, as the case may be, may specify in this behalf and (ii) in a factory, the owner or occupier of the factory. In view of Section 10, of the appropriate Government may after consultation with the Central Board or, as the case may be, a state Board, prohibit, by notification in the Official Gazette, employment of contract labour "In any process, operation or other work in any establishment," Sub-section (2) of Section 10 requires that before issuing any such notification, in relation to an establishments, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors. One of the relevant factors, which is to be taken into consideration is whether the work performed

by the contract labourers is of perennial nature. Section 12 enjoins that no contractor to whom this Act is applicable shall undertake or execute any work through contract labour except under and in accordance with a license issued in that behalf by the licensing authority. The license so issued may contain conditions in respect of hours of work, fixation of wages and other essential amenities in respect of contract labour as the appropriate Government may deem fit to impose in accordance with rules. Section 20 provides that if any amenity required to be provided under section 16, section 17, section 18 or section 19 for the benefit of the contract labour employed in an establishment, is not provided by the contractor within the time prescribed by the contractor within the time prescribed therefore, such amenity shall be provided by the principal employer within such time as may be prescribed and all expenses incurred by the principal employer in providing the amenity may be recovered by the principal employer from the contractor “either by deduction from any amount payable to the contractor under any contract or as a debt payable by contractor”. Section 21 says that a contractor shall be responsible for the payment of wages to each worker employed by him as contract labour but at the same time in order to protect the interest of such contract labour, it requires every principal employer to nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the principal employer. Because of sub-section (4) of section 21, if the contractor fails to make payment of wages within the prescribed period, then the principal employer shall be liable to make payment of wages in full to the contract labour employed by the contractor and recover the amount so paid from the contractor. Any contravention of the provisions aforesaid had been made penal for which punishment can be imposed.

From the provisions referred to above, it is apparent that the framers of the Act have allowed and recognized contract labour and they have never purported to abolish it in its entirety. The primary object appears to be that there should not be any exploitation of the contract labourers by the contractor or the establishment. For achieving that object, statutory restrictions and responsibilities have been imposed on the contractor as well as on the principal employer. Of course if any expenses are incurred for providing any amenity to the contract labourers or towards the payment of wages by the principal employer he is entitled to deduct the same from the bill of the contractor. The Act also conceives that all appropriate Government may after consultation with the Central Board or the state board, as the case may be prohibit by notification in official gazette, employment of contract labour in any process, operation or other work in any establishment, taking all facts and circumstances of

employment fo contract labour in such process, operation or the work into consideration.

Of late a trained amongst the contract labourers is discernible that after having work for some years, they make a claim that they should be absorbed by the principal employer and be treated as employee of the principal employer especially when the principal employer is the Central Government or the State Government or an authority which can be held to be state within the meaning of Article 12 of the constitution, although no right flows from the provisions of the act for contract labourers to the absorbed or to become the employees of the principal employer. This court in the case of Gammon India Limited V. Union of India (1974) I SCC 596, pointed out the object and scope of the act as follow :—

“The Act was passed to prevail the exploitation of contract labour and also to introduce better condition of work. The Act provides for regulation and abolition of contract labour. The underline policy of the Act is to abolish contract labour, wherever possible and practicable and where it cannot be abolished to altogether, the policy of the Act is that the working conditions of the contract labour should be so regulated as to ensure payment of wages and provisions of essential amenities. This is why the Act provides for regulated conditions of work and contemplates progressive abolition to the extent contemplated by Section 10 of the Act.”

In the case of B.H.E.L. Workers’ Association V. Union of India, 1985 ICLR SC 165=(1985) 1 SCC 630 it was pointed out that Parliament has not abolished the contract labour as such but has provided for its abolition by the Central Government in appropriate cases under section 10 of the Act. It is not for the court to enquire into the question and to decide whether the employment of contract labour in any process, operation or other work in any establishment should be abolished or not. That has to be decided by the Government after considering the relevant aspects as required by Section 10 of the Act. Again in the case of Mathura Refinery Mazdoor Sangh V. Indian Oil Corporation Ltd., 1991 I CLR 684, this court refused to direct the Indian Oil Corporation Ltd., to absorb the contract labourers in its employment saying that the contract labourers have not been found to have direct connection with the refinery. In other words, there was no relationship of employer and employee between the Indain Oil Corporation Ltd., and the contract labourers concerned. Again in Dena Nath V. National Fertilizers Ltd., 1992 I CLR 1, this court pointed out that the aforesaid Act has two purposes to serve (i) to regulate the conditions of service of the worker employed by the contractor who is engaged by a principal employer and (ii) to provide for the abolition of contract labour altogether, in certain notified processes, operation or other works in any establishment by the appropriate Government, under section 10 of the Act. It

was further stated that neither the Act nor the Rules framed by the Central Government or by any appropriate Government provide that upon abolition of contract labour, the labourers would be directly absorbed by the principal employer.

It is true that with passage of time and purely with a view to safeguard the interests of workers, many principal employers while renewing the contracts have been insisting that the contractor or the new contractor retains the old employees. Infact such condition is incorporated in the contract itself. However, such a clause in the contract which is benevolently inserted in the contract to protect the continuance of the source of livelihood of the contract labour connot by itself give rise to a right to regularization in the employment of the principal employer. Whether the contract labourers have become the employees of the principal employer in course of time and on whether the engagement and employment of labourers through a contractor is a mere camouflage and a smoke screen, as has been urged in this case, is a question of fact is to be established by the contract labourers on the basis of the requisite material. It is not possible for High Court or this court, while exercising writ jurisdiction or jurisdiction under Article 136 to decide such questions only on the basis of the affidavits. It need not to be pointed out that in all such cases, the labourers are initially employed and engaged by the contractors. As such at what point of time a direct link is established between the contract labourers and the principal employer, eliminating the contractor from the scene, is a matter which has to be established on material produced before the court. Normally, the Labour Court and the Industrial Tribunal, under the Industrial Disputes Act are the Competent Fora to adjudicate such disputes on the basis of the oral and documentary evidence produced before them."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

13. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No. 1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No. 1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman

of the benefits there under. The workman has not been able to produce any document to show that at any point of time, Party No. 1 paid his wages as their employee. It is clear from the evidence that Party No. 1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No. 1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No. 1 and the workman. Hence, there was no question of termination of the services of the Party No. 1 or compliance of the provisions of Sections 25-F or 25-H of the Act.

14. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman, is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered :—

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2283.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एफ सी आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 278/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/202/2003-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S.O. 2283.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.278/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 19-09-2013.

[No. L-22012/202/2003-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE SHRI J.P.CHAND , PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/278/2003 Date: 22-08-2013

Party No. 1(a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur- 440015

Party No. 1(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha
Road, Churchgatye,
Mumbai - 400020

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No. 2, Near Boudha Vihar,
Post: Wardha, Distt. Wardha (M.S.)

AWARD

(Dated: 22nd August, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the Industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Gulabchand Ramaji Madavi, for adjudication, as per letter No. L-22012/202/2003-IR (CM-II) dated 08-12-2003, with the following schedule :—

"Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Gulabchand Ramaji Madavi, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Gulabchand Ramaji Madavi, ("the workman" in short), filed the statement of claim and the management of Food Corporation of India (" Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 15-07-1993 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No.1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his

services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 though the contractor for a period for two years, but the contract was made only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No. 1 and the contractor had no role to play in the same and he work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No. 1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No. 1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmed and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No. 1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the

Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc. to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impled the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterrupted till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 15-07-1993 to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their go-downs are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of Party No. 1 is that for the relief as claimed, by the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said W.P. and denied the relief prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security

contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of Party No. 1 is that the appropriate Government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contract given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and uniform etc to the workman and as such, the workman is not entitled to any relief.

4. The workman in support of his case, though had filed his evidence of affidavit, he did not appear for his cross-examination, so his evidence on affidavit cannot be considered.

5. Shri Suresh N. Bokade, the witness examined on behalf of the Party No. 1 has reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. The evidence of the witness for the management has remained unchallenged, as none appeared from the side of the workman to cross-examine him.

6. It is necessary to mention here that as none appeared on behalf of the workman to make argument on 25-07-2013, the date on which the reference was fixed for argument, order was passed to proceed with the case ex-parte against the workman.

7. At the time argument, it was submitted by the learned advocate for the party no. 1 that the workman was never appointed by party no. 1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference

is not maintainable. It was further submitted by the learned advocate for the party no. 1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no. 1 complying with the due procedure of termination and there was no relationship of master and servant between the party no. 1 and the workman and the party no. 1 was exempted by the Central Government from the ban imposed for engagement of contract labours, so contract was given to the security contractor as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and party no. 1 has no control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no. 1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no. 1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order :—

"In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union water front workers and others (reported in 2001 (7) SCC 1), the relief sought by the petitioners cannot be

granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.

XX XX XX XX

In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redress of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the party no. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper." The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

In his evidence on affidavit also, the workman has mentioned that he was initially engaged in Food Corporation of India as a Security Guard through a contractor.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor, it is clear that the workman was engaged by the contractor.

The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon'ble Apex Court regarding contract labours, in the decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India), 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others) and 1994-II CLR 402 (R.K. Panda & Others Vs. Steel Authority of India and Others).

In the decision reported in 1985-II LLOJ-4 (Supra) the Hon'ble Apex Court have held that :—

“Briefly stated, when corporation engaged a contractor for handling food grain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. “Workman” has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do.....” The expression ‘employed’ has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a “workman” within the definition of the term as contained in the Act.

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957-I-LLJ-477). Now where a contractor employ a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union.”

11. In the decision reported in 2001 LAB IC-3656 (supra) the Hon'ble Apex Court have held that :—

“The principle that a beneficial legislation needs to be construed liberally in favour of the class for whose

benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intentment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10 (1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce and given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D-12-8-1999 (Cal): C.O. No. 6545 (W) if 1996, D/-9-5-1997 (Cal): W.A. Nos. 345-354 of 1997 m D/-17-4-1998 (Kant): W.P. No. 4050 of 1999, D/-2-8-2000 (Bom) and W.P. No.

2616 of 1990 D/- 23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made there under."

12. In the decision reported in 1994 II CLR 402 (Supra), the Hon'ble Apex Court have held that :—

With the industrial growth, the relation between the employer and the employees also has taken a new turn. At one time the establishment being the employer all persons working therein were the employees of such employer. But slowly the employer including Central and State Governments started entrusting many of the jobs to contractors. Contractors in their turn employed a worker, who has no direct relationship with the establishment in which they were employed. Many contractors exploited the labourers engaged by them in various manners including the payment of low wages. Hence, the Contract Labour (Regulation and Abolition) Act 1970 was enacted to regulate the employment of contract labour in certain establishment and to provide for its abolition in certain circumstances and for matters connected therewith.

The "Contract Labour" has been defined in Section 2(1) (b) to mean a workman, who has been employed as contract labour in or in connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer. Section 2(1) (c) defines "Contractor" to mean a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies

contract labour for any work of the establishment and includes a sub-contractor. "Principal employer" has been defined to mean (i) in relation to any office or department of the Government or a local authority, the head of that office or department or such other officer as the Government or the local authority, as the case may be, may specify in this behalf and (ii) in a factory, the owner or occupier of the factory. In view of section 10, of the appropriate Government may after consultation with the Central Board or, as the case may be, a state Board, prohibit, by notification in the Official Gazette, employment of contract labour "In any process, operation or other work in any establishment," Sub-section (2) of Section 10 requires that before issuing any such notification, in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors. One of the relevant factors, which is to be taken into consideration is whether the work performed by the contract labourers is of perennial nature. Section 12 enjoins that no contractor to whom this Act is applicable shall undertake or execute any work through contract labour except under and in accordance with a license issued in that behalf by the licensing authority. The license so issued may contain conditions in respect of hours of work, fixation of wages and other essential amenities in respect of contract labour as the appropriate Government may deem fit to impose in accordance with rules. Section 20 provides that if any amenity required to be provided under section 16, section 17, section 18 or section 19 for the benefit of the contract labour employed in an establishment, is not provided by the contractor within the time prescribed by the contractor within the time prescribed therefore, such amenity shall be provided by the principal employer within such time as may be prescribed and all expenses incurred by the principal employer in providing the amenity may be recovered by the principal employer from the contractor "either by deduction from any amount payable to the contractor under any contract or as a debt payable by contractor". Section 21 says that a contractor shall be responsible for the payment of wages to each worker employed by him as contract labour but at the same time in order to protect the interest of such contract labour, it requires every principal employer to nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the principal employer. Because of sub-section (4) of section 21, if the contractor fails to make payment of wages within the prescribed period, then the principal employer shall be liable to make payment of wages in full to the contract labour employed by the contractor and recover the amount so paid from the contractor. Any contravention of the provisions aforesaid had been made penal for which punishment can be imposed.

From the provisions referred to above, it is apparent that the framers of the Act have allowed and recognized contract labour and they have never purported to abolish it in its entirety. The primary object appears to be that there should not be any exploitation of the contract labourers by the contractor or the establishment. For achieving that object, statutory restrictions and responsibilities have been imposed on the contractor as well as on the principal employer. Of course if any expenses are incurred for providing any amenity to the contract labourers or towards the payment of wages by the principal employer he is entitled to deduct the same from the bill of the contractor. The Act also conceives that all appropriate Government may after consultation with the Central Board or the state board, as the case may be prohibit by notification in official gazette, employment of contract labour in any process, operation or other work in any establishment, taking all facts and circumstances of employment of contract labour in such process, operation or the work into consideration.

Of late a trained amongst the contract labourers is discernible that after having work for some years, they make a claim that they should be absorbed by the principal employer and be treated as employees of the principal employer especially when the principal employer is the Central Government or the State Government or an authority which can be held to be state within the meaning of Article 12 of the constitution, although no right flows from the provisions of the act for the contract labourers to be absorbed or to become the employees of the principal employer. This court in the case of Gammon India limited V. Union of India (1974) I SCC 596, pointed out the object and scope of the act as follow :—

“The Act was passed to prevail the exploitation of contract labour and also to introduce better condition of work. The Act provides for regulation and abolition of contract labour. The underline policy of the Act is to abolish contract labour, wherever possible and practicable and where it cannot be abolished to altogether, the policy of the Act is that the working conditions of the contract labour should be so regulated as to ensure payment of wages and provisions of essential amenities. This is why the Act provides for regulated conditions of work and contemplates progressive abolition to the extent contemplated by Section 10 of the Act.”

In the case of B.H.E.L. Workers' Association Vs. Union of India, 1985 ICLR SC 165=(1985) 1 SCC 630 it was pointed out that Parliament has not abolished the contract labour as such but has provided for its abolition by the Central Government in appropriate cases under section 10 of the Act. It is not for the court to enquire into the question and to decide whether the employment of contract labour in any process, operation or other work in any establishment should be abolished or not. That has to be decided by the Government after considering the relevant aspects as required by Section 10 of the Act. Again in the

case of Mathura Refinery Mazdoor Sangh V. Indian Oil Corporation Ltd., 1991 I CLR 684, this court refused to direct the Indian Oil Corporation Ltd., to absorb the contract labourers in its employment saying that the contract labourers have not been found to have direct connection with the refinery. In other words, there was no relationship of employer and employee between the Indian Oil Corporation Ltd., and the contract labourers concerned. Again in Dena Nath V. National Fertilizers Ltd., 1992 I CLR 1, this court pointed out that the aforesaid Act has two purposes to serve (i) to regulate the conditions of service of the worker employed by the contractor who is engaged by a principal employer and (ii) to provide for the abolition of contract labour altogether, in certain notified processes, operation or other works in any establishment by the appropriate Government, under section 10 of the Act. It was further stated that neither the Act nor the Rules framed by the Central Government or by any appropriate Government provide that upon abolition of contract labour, the labourers would be directly absorbed by the principal employer.

It is true that with passage of time and purely with a view to safeguard the interests of workers, many principal employers while renewing the contracts have been insisting that the contractor or the new contractor retains the old employees. Infact such a condition is incorporated in the contract itself. However, such a clause in the contract which is benevolently inserted in the contract to protect the continuance of the source of livelihood of the contract labour cannot by itself give rise to a right to regularization in the employment of the principal employer. Whether the contract labourers have become the employees of the principal employer in course of time and on whether the engagement and employment of labourers through a contractor is a mere camouflage and a smoke screen, as has been urged in this case, is a question of fact to be established by the contract labourers on the basis of the requisite material. It is not possible for High Court or this court, while exercising writ jurisdiction or jurisdiction under Article 136 to decide such questions only on the basis of the affidavits. It need not to be pointed out that in all such cases, the labourers are initially employed and engaged by the contractors. As such at what point of time a direct link is established between the contract labourers and the principal employer, eliminating the contractor from the scene, is a matter which has to be established on material produced before the court. Normally, the Labour Court and the Industrial Tribunal, under the Industrial Disputes Act are the Competent Fora to adjudicate such disputes on the basis of the oral and documentary evidence produced before them.”

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

13. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows

that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No. 1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No. 1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at any point of time, Party No. 1 paid his wages as their employee. It is clear from the evidence that Party No. 1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No. 1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No. 1 and the workman. Hence, there was no question of termination of the services of the Party No. 1 or compliance of the provisions of Sections 25-H of the Act.

14. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman, is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered :—

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2284.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एफ सी आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 288/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/231/2003-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S.O. 2284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.288/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 19-09-2013.

[No. L-22012/231/2003-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/288/2003 Date: 22-08-2013

Party No. 1(a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur
Nagpur- 440015

Party No. 1(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha
Road, Churchgatye,
Mumbai - 400020

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No. 2, Near Boudha Vihar,
Post: Wardha, Distt. Wardha (M.S.)

AWARD

(Dated: 22nd August, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the Industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Ashok Vitthalrao Waghamare, for adjudication, as per letter No. L-22012/231/2003-IR (CM-II) dated 08-12-2003, with the following schedule :—

“Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Ashok Vitthalrao Waghamare, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written

statement and accordingly, the workman, Shri Ashok Vitthalrao Waghmare, ("the workman" in short), filed the statement of claim and the management of Food Corporation of India ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 15-07-1993 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No. 1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 though the contractor for a period for two years, but the contract was made only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No. 1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No. 1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No. 1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was mandatory duty

of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No. 1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not implied the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contractor of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 15-07-1993 to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their go-downs are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by

the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the relief as claimed, by the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the relief prayed for the therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of party no. 1 is that the appropriate Government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contract given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and uniform etc. to the workman and as such, the workman is not entitled to any relief.

4. The workman in support of his case, though had filed his evidence of affidavit, he did not appear for his cross-examination, so his evidence on affidavit cannot be considered.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no. 1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. The evidence of the witness for the management has remained unchallenged, as none appeared from the side of the workman to cross-examine him.

6. It is necessary to mention here that as none appeared on behalf of the workman to make argument on 25-07-2013, the date on which the reference was fixed for argument, order was passed to proceed with the case ex-parte against the workman.

7. At the time argument, it was submitted by the learned advocate for the party no. 1 that the workman was never appointed by party no. 1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no. 1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no. 1 complying with the due procedure of termination and there was no relationship of master and servant between the party no. 1 and the workman and the party no. 1 was exempted by the Central Government from the ban imposed for engagement of contract labours, so contract was given to the security contractor as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and party no. 1 has no control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no. 1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no. 1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and

others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order :—

“In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others [reported in 2001 (7) SCC 1], the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.

XX XX XX XX

In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redress of their grievances.”

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the party no. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no. 1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, “In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper.” The case of the workman is that after every two years, the party no. 1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards

working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

In his evidence on affidavit also, the workman has mentioned that he was initially engaged in Food Corporation of India as a Security Guard through a contractor.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon'ble Apex Court regarding contract labours, in the decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India), 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others) and 1994 II CLR 402 (R.K. Panda & Others Vs. Steel Authority of India and Others).

In the decision reported in 1985-II LLOJ-4 (Supra) the Hon'ble Apex Court have held that :—

“Briefly stated, when corporation engaged a contractor for handling food grain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. “Workman” has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do.....” The ‘expression’ employed has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a “workman” within the definition of the term as contained in the Act.

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957-I-LLJ-477). Now where a contractor

employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC-3656 (supra) the Hon'ble Apex Court have held that :—

"The principle that a beneficial legislation needs to be construed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intentment of the CLRA Act is in to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10 (1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed on the ground of having undertaken to produce and given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends

to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/12-8-1999 (Cal): C.O. No. 6545 (W) if 1996, D/9-5-1997 (Cal): W.A. Nos. 345-354 of 1997 m D/17-4-1998 (Kant): W.P. No. 4050 of 1999, D/2-8-2000 (Bom) and W.P. No. 2616 of 1990 D/23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or a connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made thereunder."

12. In the decision reported in 1994 II CLR 402 (Supra), the Hon'ble Apex Court have held that :—

With the industrial growth, the relation between the employer and the employees also has taken a new turn. At one time the establishment being the employer all persons working therein were the employees of such employer. But slowly the employer including Central and State Governments started entrusting many of the jobs to contractors. Contractors in their turn employed a worker, who has no direct relationship with the establishment in which they were employed. Many contractors exploited the labourers engaged by them in various manners including the payment of low wages. Hence, the Contract Labour (Regulation and Abolition) Act 1970 was enacted to regulate the employment of contract labour in certain

establishment and to provide for its abolition in certain circumstances and for matters connecte therewith.

The “Contract Labour” has been defind in Section 2(1) (b) to mean a workman, who has been employed as contract labour in or in connection with the work of an established when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer. Section 2(1) (c) defines “Contractor” to mean a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor. “Principal employer” has been defined to mean (i) in relation to any office or department of the Government or a local authority, the head of that office or department or such other officer as the Government or the local authority, as the case may be, may specify in this behalf and (ii) in a factory, the owner or occupier of the factory. In view of section 10, of the appropriate Government may after consultation with the Central Board or, as the case may be, a state Board, prohibit, by notification in the Official Gazette, employment of contract labour “in any process, operation or other work in any establishment.” Sub-section (2) of Section 10 requires that before issuing any such notification, in relation to an establishments, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors. One of the relevant factors, which is to be taken into consideration is whether the work performed by the contract labourers is of pernnial nature. Section 12 enjoins that no contactor to whom this Act is applicable shall undertake or execute any work through contract labour except under and in accordance with a license issued in that behalf by the licensing authority. The license so issued may contain conditions in respect of hours of work, fixation of wages and other essential amenities in respect of contract labour as the appropriate Government may deem fit to impose in accordance with rules. Section 20 provides that if any amenity required to be provided under section 16, section 17, section 18, section 19 for the benefit of the contract labour employed in an establishment, is not provided by the contractor within the time prescribed by the contractor within the time prescribed therefore, such amenity shall be provided by the principal employer within such time as may be prescribed and all expensed incurred by the principal employer in providing the amenity may be recovered by the principal employer from the contractor “either by deduction from any amount payable to the contractor under any contract or as a debt payable by contractor”. Section 21 says that a contractor shall be responsible for the payment of wages to each worker employed by him as contract labour but at the same time in order to protect the interest of such contract labour, it requires every principal employer to nominate a representative duly authorized by him to be present at the

time of disbursement of wages by the contractor. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the athonized repesentative of the principal employer. Because of sub-section (4) of section 21, if the contractor fails to make payment of wages within the prescribed period, then the principal employer shall be liable to make payment of wages in full to the contract labour employed by the contractor and recover the amount so paid from the contractor. Any contravention of the provisions aforesaid had been made penal for which punishment can be imposed.

From the provisions referred to above, it is apparent that the framers of the Act have allowed and recognized contract labour and they have never purported to abolish it in its entirety. The primary object appears to be that there should not be any exploitation of the contract labourers by the contractor or the establishment. For achieving that object, statutory restrictions and responsibilities have been imposed on the contractor as well as on the principal employer. Of course if any expenses are incurred for providing any amenity to the contract labourers or towards the payment of wages by the principal employer he is entitled to deduct the same from the bill of the contractor. The Act also conceives that all appropriate Government may after consultation with the Central Board or the state board, as the case may be prohibit by notification in official gazette, employment of contract labour in any process, operation or other work in any establishment, taking all facts and circumstances of employment of contract labour in such process, operation or the work into consideration.

Of late a trained amongst the contract labourers is discernible that after having work for some years, they make a claim that they should be absorbed by the principal employer and be treated as employee of the principal employer especially when the principal employer is the Central Government or the State Government or an authority which can be held to be state within the meaning of Article 12 of the constitution, although no right flows from the provisions of the act for contract labourers to be absorbed or to become the employees of the principal employer. This court in the case of Gammon India Limited V. Union of India (1974) I SCC 596, pointed out the object and scope of the act as follow :—

“The Act was passed to prevail the exploitation of contract labour and also to introduce better condition of work. The Act provides for regulation and abolition of contract labour. The underline policy of the Act is to abolish contract labour, wherever possible and practicable and where it cannot be abolished to altogether, the policy of the Act is that the working conditions of the contract labour should be so regulated as to ensure payment of wages and provisions of essential amenities. This is why the Act provides for regulated conditions of work and contemplates progressive abolition to the extent contemplated by Section 10 of the Act.”

In the case of B.H.E.L. Workers' Association V. Union of India, 1985 ICLR SC 165=(1985) 1 SCC 630 it was pointed out that Parliament has not abolished the contract labour as such but has provided for its abolition by the Central Government in appropriate cases under section 10 of the Act. It is not for the court to enquire into the question and to decide whether the employment of contract labour in any process, operation or other work in any establishment should be abolished or not. That has to be decided by the Government after considering the relevant aspects as required by Section 10 of the Act. Again in the case of Mathura Refinery Mazdoor Sangh V. Indian Oil Corporation Ltd., 1991 I CLR 684, this court refused to direct the Indian Oil Corporation Ltd., to absorb the contract labourers in its employment saying that the contract labourers have not been found to have direct connection with the refinery. In other words, there was no relationship of employer and employee between the Indian Oil Corporation Ltd., and the contract labourers concerned. Again in Dena Nath V. National Fertilizers Ltd., 1992 I CLR 1, this court pointed out that the aforesaid Act has two purposes to serve (i) to regulate the conditions of service of the worker employed by the contractor who is engaged by a principal employer and (ii) to provide for the abolition of contract labour altogether, in certain notified processes, operation or other works in any establishment by the appropriate Government, under Section 10 of the Act. It was further stated that neither the Act nor the Rules framed by the Central Government or by any appropriate Government provide that upon abolition of contract labour, the labourers would be directly absorbed by the principal employer.

It is true that with passage of time and purely with a view to safeguard the interests of workers, many principal employers while renewing the contracts have been insisting that the contractor or the new contractor retains the old employees. Infact such condition is incorporated in the contract itself. However, such a clause in the contract which is benevolently inserted in the contract to protect the continuance of the source of livelihood of the contract labour cannot by itself give rise to a right to regularization in the employment of the principal employer. Whether the contract labourers have become the employees of the principal employer in course of time and on whether the engagement and employment of labourers through a contractor is a mere camouflage and a smoke screen, as has been urged in this case, is a question of fact to be established by the contract labourers on the basis of the requisite material. It is not possible for High Court or this court, while exercising writ jurisdiction or jurisdiction under Article 136 to decide such questions only on the basis of the affidavits. It need not to be pointed out that in all such cases, the labourers are initially employed and engaged by the contractors. As such at what point of time direct link is established between the contract labourers and the

principal employer, eliminating the contractor from the scene, is a matter which has to be established on material produced before the court. Normally, the Labour Court and the Industrial Tribunal, under the Industrial Disputes Act are the Competent Fora to adjudicate such disputes on the basis of the oral and documentary evidence produced before them."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

13. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No. 1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No. 1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at any point of time, Party No. 1 paid his wages as their employee. It is clear from the evidence that Party No. 1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No. 1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No. 1 and the workman. Hence, there was no question of termination of the services of the Party No. 1 or compliance of the provisions of Sections 25-H of the Act.

14. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman, is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered :—

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2285.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एफ सी आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 300/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/277/2003-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S.O. 2285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 300/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workman, received by the Central Government on 19-09-2013.

[No. L-22012/277/2003-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/300/2003

Date: 22-08-2013

Party No. I(a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur - 440015.

Party No. I(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha
Road, Churchgatey,
Mumbai - 400020.

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No. 2, Near Boudha Vihar,
Post: Wardha, Distt. Wardha (M.S.)

AWARD

(Dated: 22nd August, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in

short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri S.R. Mankar, for adjudication, as per letter No. L-22012/277/2003-IR (CM-II) dated 08-12-2003, with the following schedule:

"Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri S.R. Mankar, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri S.R. Mankar, ("the workman" in short), filed the statement of claim and the management of Food Corporation of India ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 04-01-1994 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No. 1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1994, he was engaged by the Party No. 1 through the contractor for a period for two years, but the contract was made only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No. 1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the

engagement and change of contractors by Party No. 1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No. 1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No. 1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc. to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded *inter alia* that the workman was never in their employment and the workman has not impled the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 04-01-1994 to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under

section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was 'given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their godowns are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the relief as claimed, by the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the relief prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of Party No. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01.11.1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, Lathi, whistle and uniform etc to the workman and as such, the workman is not entitled to any relief.

4. It is necessary to mention here that though opportunities were given to the workman to adduce evidence in support of his claim, the workman did not adduce any evidence.

5. Shri Suresh N. Bokade, the witness examined on behalf of the Party No. 1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. The evidence of the witness for the management has remained unchallenged, as none appeared from the side of the workman to cross-examine him.

6. It is necessary to mention here that as none appeared on behalf of the workman to make argument on 25-07-2013, the date on which the reference was fixed for argument, order was passed to proceed with the case ex parte against the workman.

7. At the time argument, it was submitted by the learned advocate for the Party No. 1 that the workman was never appointed by Party No. 1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the Party No. 1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of Party No. 1 complying with the due procedure of termination and there was no relationship of master and servant between the Party No. 1 and the workman and the Party No. 1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and Party No. 1 has no control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no.1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the Party No.1 that the present

reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition No. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order :

"In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and Others Vs. National Union Water Front Workers and Others (reported in 2001 (7) SCCI), the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.

xx xx xx xx

In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redress of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the Party No.1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the Party No.1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has

mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper.". The case of the workman is that after every two years, the Party No.1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01.11.1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and Party No. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

In his evidence on affidavit also, the workman has mentioned that he was initially engaged in Food Corporation of India as a Security Guard through a contractor.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon'ble Apex Court regarding contract labours, in the decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India), 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others) and 1994 II CLR 402 (R.K. Panda & Others Vs. Steel Authority of India and Others).

In the decision reported in 1985-II LLOJ-4 (supra) the Hon'ble Apex Court have held that:-

"Briefly stated, when corporation engaged a contractor for handling food grain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do ". 'The expression' employed has at least two known connotations, but as used in the

definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act. .

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957 - I -LLJ - 477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon'ble Apex Court have held that :—

"The principle that a beneficial legislation needs to be construed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intendment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10(1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour

in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/- 12-8-1999 (Cal); C.O. No. 6545(W) if 1996, D/- 9-5-1997(Cal); W.A. Nos. 345-354 of 1997m D/- 17-4-1998 (Kant); W.P. No. 4050 of 1999, D/- 2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/- 23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is

a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made there under."

12. In the decision reported in 1994 II CLR 402 (Supra), the Hon'ble Apex Court have held that :—

With the industrial growth, the relation between the employer and the employees also has taken a new turn. At one time the establishment being the employer all persons working therein were the employees of such employer. But slowly the employer including Central and State Governments started entrusting many of the jobs to contractors. Contractors in their turn employed a worker, who has no direct relationship with the establishment in which they were employed. Many contractors exploited the labourers engaged by them in various manners including the payment of low wages. Hence, the Contract Labour (Regulation and Abolition) Act, 1970 was enacted to regulate the employment of contract labour in certain establishment and to provide for its abolition in certain circumstances and for matters connected therewith.

The "Contract Labour" has been defined in Section 2 (1) (b) to mean a workman, who has been employed as contract labour in or in connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer. Section 2 (1) (c) defines "Contractor" to mean a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor. "Principal employer" has been defined to mean (i) in relation to any office or department of the Government or a local authority, the head of that office or department or such other officer as the government or the local authority, as the case may be, may specify in this behalf and (ii) in a factory, the owner or occupier of the factory. In view of section 10, of the appropriate Government may after

consultation with the Central Board or, as the case may be, a state Board, prohibit, by notification in the Official Gazette, employment of contract labour "in any process, operation or other work in any establishment," Sub-section (2) of Section 10 requires that before issuing any such notification, in relation to an establishments, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors. One of the relevant factors, which is to be taken into consideration is whether the work performed by the contract labourers is of perennial nature. Section 12 enjoins that no contractor to whom this Act is applicable shall undertake or execute any work through contract labour except under and in accordance with a license issued in that behalf by the licensing authority. The license so issued may contain conditions in respect of hours of work, fixation of wages and other essential amenities in respect of contract labour as the appropriate Government may deem fit to impose in accordance with rules. Section 20 provides that if any amenity required to be provided under section 16, section 17, section 18, or section 19 for the benefit of the contract labour employed in an establishment, is not provided by the contractor within the time prescribed by the contractor within the time prescribed therefore, such amenity shall be provided by the principal employer within such time as may be prescribed and all expensed incurred by the principal employer in providing the amenity may be recovered by the principal employer from the contractor "either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor". Section 21 says that a contractor shall be responsible for the payment of wages to each worker employed by him as contract labour but at the same time in order to protect the interest of such contract labour, it requires every principal employer to nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor. It shall be the duty of the contractor to ensure the disbursement of wages in the 'presence of the authorized representative of the principal employer. Because of sub-section (4) of section 21, if the contractor fails to make payment of wages within the prescribed period, then the principal employer shall be liable to make payment of wages in full to the contact labour employed by the contractor and recover the amount so paid from the contractor. Any contravention of the provisions aforesaid has been made penal for which punishment can be imposed.

From the provisions referred to above, it is apparent that the framers of the Act have allowed

and recognized contract labour and they have never purported to abolish it in its entirety. The primary object appears to be that there should not be any exploitation of the contract labourers by the contractor or the establishment. For achieving that object, statutory restrictions and responsibilities have been imposed on the contractor as well as on the principal employer. Of course if any expenses are incurred for providing any amenity to the contract labourers or towards the payment of wages by the principle employer he is entitled to deduct the same from the bill of the contractor. The Act also conceives that all appropriate government may after consultation with the central board or the state board, as the case may be, prohibit by notification in official gazette, employment of contract labour in any process, operation or other work in any establishment, taking all facts and circumstances of employment of contract labour in such process, operation or the work into consideration.

Of late a trained amongst the contract labourers is discernible that after having work for some years, they make a claim that they should be absorbed by the principal employer and be treated as employees of the principal employer especially when the principal employer is the central government or the state government or an authority which can be held to be state within the meaning of Article 12 of the constitution, although no right flows from the provisions of the act for the contract labourers to be absorbed or to become the employees of the principal employer. This court in the case of Gammon India limited V. Union of India (1974) I SCC 596, pointed out the object and scope of the act as follows :—

"The Act was passed to prevail the exploitation of contract labour and also to introduce better condition of work. The Act provides for regulation and abolition of contract labour. The underline policy of the Act is to abolish contract labour, wherever possible and practicable and where it cannot be abolished to altogether, the policy of the Act is that the working conditions of the contract labour should be so regulated as to ensure payment of wages and provisions of essential amenities. This is why the Act provides for regulated conditions of work and contemplates progressive abolition to the extent contemplated by Section 10 of the Act."

In the case of B.H.E.L. Workers' Association V. Union of India, 1985 I CLR SC 165 = (1985) 1 SCC 630 it was pointed out that Parliament has not abolished the contract labour as such but has provided for its abolition by the Central Government in appropriate cases under section 10 of the Act. It is not for the court to enquire into the question and to decide whether the employment of contract labour

in any process, operation or other work in any establishment should be abolished or not. That has to be decided by the government after considering the relevant aspects as required by Section 10 of the Act. Again in the case of Mathura Refinery Mazdoor Sangh V. Indian Oil Corporation Ltd., 1991 ICLR 684, this court refused to direct the Indian Oil Corporation Ltd., to absorb the contract labourers in its employment saying that, the contract labourers have not been found to have direct connection with the refinery. In other words, there was no relationship of employer and employee between the Indian Oil Corporation Ltd. and the contract labourers concerned. Again in Dena Nath V. National Fertilizers Ltd., 1992 I CLR 1, this court pointed out that the aforesaid Act has two purposes to serve (i) to regulate the conditions of service of the worker employed by the contractor who is engaged by a principal employer and (ii) to provide for the abolition of contract labour altogether, in certain notified processes, operation or other works in any establishment by the appropriate government, under section 10 of the Act. It was further stated that neither the Act nor the Rules framed by the central government or by any appropriate government provide that upon abolition of contract labour, the labourers would be directly absorbed by the principal employer.

It is true that with passage of time and purely with a view to safeguard the interests of workers, many principal employers while renewing the contracts have been insisting that the contractor or the new contractor retains the old employees. Infact such a condition is incorporated in the contract itself. However, such a clause in the contract which is benevolently inserted in the contract to protect the continuance of the source of livelihood of the contract labour cannot by itself give rise to a right to regularization in the employment of the principal employer. Whether the contract labourers have become the employees of the principal employer in course of time and on whether the engagement and employment of labourers through a contractor is a mere camouflage and a smoke screen, as has been urged in this case, is a question of fact is to be established by the contract labourers on the basis of the requisite material. It is not possible for High Court or this court, while exercising writ jurisdiction or jurisdiction under Article 136 to decide such questions only on the basis of the affidavits. It need not to be pointed out that in all such cases, the labourers are initially employed and engaged by the contractors. As such at what point of time a direct link is established between the contract labourers and the principal employer, eliminating the contractor from the scene, is a matter which has to

be established on material produced before the court. Normally, the Labour Court and the Industrial Tribunal, under the Industrial Disputes Act are the Competent Fora to adjudicate such disputes on the basis of the oral and documentary evidence produced before them."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

13. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No. 1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labor contractor by Party No. 1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at any point of time, Party No. 1 paid his wages as their employee. It is clear from the evidence that Party No. 1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No. 1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No. 1 and the workman. Hence, there was no question of termination of the services by the Party No. 1 or compliance of the provisions of Sections 25-F or 25-H of the Act.

14. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman, is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered.-

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2286.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एफ सी आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 304/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/281/2003-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S.O. 2286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 304/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 19-09-2013.

[No. L-22012/281/2003-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/304/2003

Date: 22-08-2013.

Party No. 1(a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur - 440015.

Party No. 1(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha
Road, Churchgate,
Mumbai - 400020.

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar,
Ward No. 2, Near Boudha Vihar,
Post: Wardha, Distt. Wardha (M.S.)

AWARD

(Dated: 22nd August, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the

management of Food Corporation of India and their workman, Shri Satish B. Bhandarwar, for adjudication, as per letter No. L-22012/281/2003-IR (CM-II) dated 08-12-2003, with the following schedule:—

"Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Satish B. Bhandarwar, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Satish B. Bhandarwar, ("the workman" in short), filed the statement of claim and the management of Food Corporation of India ("Party No. I" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 15-07-1993 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No. 1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under Section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of Section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 through the contractor for a period for two years, but the contract was made only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and supervision of the Party No. 1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No. 1 from

time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No. 1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No. 1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc. to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impeded the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 15-07-1993 to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under section 10 of the Contract Labour (Regularisation and

Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their godowns are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of party no. 1 is that for the relief as claimed, by the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the relief prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of party no. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as Torch, Lathi, Whistle and uniform etc. to the workman and as such, the workman is not entitled to any relief.

4. Both parties have led oral evidence in support of their respective claims, besides placing reliance on documentary evidence.

The workman in support of his claim has examined himself as a witness. In his evidence, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim.

In his cross-examination, the workman has admitted that FCI had not issued advertisement and the contractor informed them about the vacancy in FCI and the contractor took them to FCI and the management of FCI did not issue any order to them and he does not know if he was appointed by Singh Security Services and they have not filed any document showing payment by FCI and he has no document to show that he was terminated by FCI.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no. 1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. The evidence of the witness for the management has remained unchallenged, as none appeared from the side of the workman to cross-examine him.

6. It is necessary to mention here that as none appeared on behalf of the workman to make argument on 25-07-2013, the date on which the reference was fixed for argument, order was passed to proceed with the case ex parte against the workman.

7. At the time argument, it was submitted by the learned advocate for the party no. 1 that the workman was never appointed by party no. 1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the party no. 1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of party no. 1 complying with the due procedure of termination and there was no relationship of master and servant between the party no. 1 and the workman and the party no. 1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and party no. 1 has no control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the party no. 1 that the workman and some others had

approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the party no. 1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order :

"In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and Others (reported in 2001 (7) SCC1), the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.

XX XX XX XX

In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redress of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference

cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the party no. I.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the party no.1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper.". The case of the workman is that after every two years, the party no.1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01.11.1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and party no. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

In his evidence on affidavit also, the workman has mentioned that he was initially engaged in Food Corporation of India as a Security Guard through a contractor.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon'ble Apex Court regarding contract labours, in the decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India), 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and Others) and 1994 II CLR 402 (R.K. Panda & Others Vs. Steel Authority of India and Others).

In the decision reported in 1985-II LLOJ-4 (supra) the Hon'ble Apex Court have held that:—

"Briefly stated, when corporation engaged a contractor for handling foodgrain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour

force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do ". The expression 'employed' has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act.

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957 - I - LLJ - 477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon'ble Apex Court have held that:—

"The principle that a beneficial legislation needs to be construed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intentment of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10(1) by the appropriate Government, is not alluded to

either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/- 12-8-1999 (Cal): C.O. No. 6545(W) if 1996, D/- 9-5-1997(Cal): W.A. Nos. 345-354 of 1997m D/- 17-4-1998 (Kant): W.P. No. 4050 of 1999, D/- 2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/- 23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms

"Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made thereunder."

12. In the decision reported in 1994 II CLR 402 (Supra), the Hon'ble Apex Court have held that :—

With the industrial growth, the relation between the employer and the employees also has taken a new turn. At one time the establishment being the employer all persons working therein were the employees of such employer. But slowly the employer including Central and State Governments started entrusting many of the jobs to contractors. Contractors in their turn employed a worker, who has no direct relationship with the establishment in which they were employed. Many contractors exploited the labourers engaged by them in various manners including the payment of low wages. Hence, the Contract Labour (Regulation and Abolition) Act, 1970 was enacted to regulate the employment of contract labour in certain establishment and to provide for its abolition in certain circumstances and for matters connected therewith.

The "Contract Labour" has been defined in Section 2 (1) (b) to mean a workman, who has been employed as contract labour in or in connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer. Section 2 (1) (c) defines "Contractor" to mean a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor. "Principal employer" has been defined to mean (i) in relation to any office or department of the

Government or a local authority, the head of that office or department or such other officer as the government or the local authority, as the case may be, may specify in this behalf and (ii) in a factory, the owner or occupier of the factory. In view of section 10, of the appropriate Government may after consultation with the Central Board or, as the case may be, a state Board, prohibit, by notification in the Official Gazette, employment of contract labour "in any process, operation or other work in any establishment." Sub-section (2) of Section 10 requires that before issuing any such notification, in relation to an establishments, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors. One of the relevant factors, which is to be taken into consideration is whether the work performed by the contract labourers is of perennial nature. Section 12 enjoins that no contractor to whom this Act is applicable shall undertake or execute any work through contract labour except under and in accordance with a license issued in that behalf by the licensing authority. The license so issued may contain conditions in respect of hours of work, fixation of wages and other essential amenities in respect of contract labour as the appropriate Government may deem fit to impose in accordance with rules. Section 20 provides that if any amenity required to be provided under section 16, section 17, section 18, or section 19 for the benefit of the contract labour employed in an establishment, is not provided by the contractor within the time prescribed by the contractor within the time prescribed therefore, such amenity shall be provided by the principal employer within such time as may be prescribed and all expensed incurred by the principal employer in providing the amenity may be recovered by the principal employer from the contractor "either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor". Section 21 says that a contractor shall be responsible for the payment of wages to each worker employed by him as contract labour but at the same time in order to protect the interest of such contract labour, it requires every principal employer to nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the principal employer. Because of sub-section (4) of section 21, if the contractor fails to make payment of wages within the prescribed period, then the principal employer shall be liable to make payment of wages in full to the contact labour employed by the

contractor and recover the amount so paid from the contractor. Any contravention of the provisions aforesaid has been made penal for which punishment can be imposed.

From the provisions referred to above, it is apparent that the framers of the Act have allowed and recognized contract labour and they have never purported to abolish it in its entirety. The primary object appears to be that there should not be any exploitation of the contract labourers by the contractor or the establishment. For achieving that object, statutory restrictions and responsibilities have been imposed on the contractor as well as on the principal employer. Of course if any expenses are incurred for providing any amenity to the contract labourers or towards the payment of wages by the principle employer he is entitled to deduct the same from the bill of the contractor. The Act also conceives that all appropriate government may after consultation with the central board or the state board, as the case may be, prohibit by notification in official gazette, employment of contract labour in any process, operation or other work in any establishment, taking all facts and circumstances of employment of contract labour in such process, operation or the work into consideration.

Of late a trained amongst the contract labourers is discernible that after having work for some years, they make a claim that they should be absorbed by the principal employer and be treated as employees of the principal employer especially when the principal employer is the Central Government or the state government or an authority which can be held to be state within the meaning of Article 12 of the constitution, although no right flows from the provisions of the act for the contract labourers to be absorbed or to become the employees of the principal employer. This court in the case of Gammon India limited V. Union of India (1974) I SCC 596, pointed out the object and scope of the act as follows :—

"The Act was passed to prevail the exploitation of contract labour and also to introduce better condition of work. The Act provides for regulation and abolition of contract labour. The underline policy of the Act is to abolish contract labour, wherever possible and practicable and where it cannot be abolished to altogether, the policy of the Act is that the working conditions of the contract labour should be so regulated as to ensure payment of wages and provisions of essential amenities. This is why the Act provides for regulated conditions of work and contemplates progressive abolition to the extent contemplated by Section 10 of the Act."

In the case of B.H.E.L. Workers' Association V. Union of India, 1985 ICLR SC 165 = (1985) 1 SCC 630 it was pointed out that Parliament has not abolished the

contract labour as such but has provided for its abolition by the Central Government in appropriate cases under section 10 of the Act. It is not for the court to enquire into the question and to decide whether the employment of contract labour in any process, operation or other work in any establishment should be abolished or not. That has to be decided by the government after considering the relevant aspects as required by Section 10 of the Act. Again in the case of Mathura Refinery Mazdoor Sangh V. Indian Oil Corporation Ltd., 1991 ICLR 684, this court refused to direct the Indian Oil Corporation Ltd., to absorb the contract labourers in its employment saying that, the contract labourers have not been found to have direct connection with the refinery. In other words, there was no relationship of employer and employee between the Indian Oil Corporation Ltd. and the contract labourers concerned. Again in Dena Nath V. National Fertilizers Ltd., 1992 ICLR 1, this court pointed out that the aforesaid Act has two purposes to serve (i) to regulate the conditions of service of the worker employed by the contractor who is engaged by a principal employer and (ii) to provide for the abolition of contract labour altogether, in certain notified processes, operation or other works in any establishment by the appropriate government, under section 10 of the Act. It was further stated that neither the Act nor the Rules framed by the Central Government or by any appropriate government provide that upon abolition of contract labour, the labourers would be directly absorbed by the principal employer.

It is true that with passage of time and purely with a view to safeguard the interests of workers, many principal employers while renewing the contracts have been insisting that the contractor or the new contractor retains the old employees. Infact such a condition is incorporated in the contract itself. However, such a clause in the contract which is benevolently inserted in the contract to protect the continuance of the source of livelihood of the contract labour cannot by itself give rise to a right to regularization in the employment of the principal employer. Whether the contract labourers have become the employees of the principal employer in course of time and on whether the engagement and employment of labourers through a contractor is a mere camouflage and a smoke screen, as has been urged in this case, is a question of fact is to be established by the contract labourers on the basis of the requisite material. It is not possible for High Court or this court, while exercising writ jurisdiction or jurisdiction under Article 136 to decide such questions only on the basis of the affidavits. It need not to be pointed out that in all such cases, the

labourers are initially employed and engaged by the contractors. As such at what point of time a direct link is established between the contract labourers and the principal employer, eliminating the contractor from the scene, is a matter which has to be established on material produced before the court. Normally, the Labour Court and the Industrial Tribunal, under the Industrial Disputes Act are the Competent Fora to adjudicate such disputes on the basis of the oral and documentary evidence produced before them."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

13. In this case, the letter No. U-23013/11/89/LW dated 28-05-92, Govt. of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No. 1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No. 1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits thereunder. The workman has not been able to produce any document to show that at any point of time, Party No. 1 paid his wages as their employee. It is clear from the evidence that Party No. 1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No. 1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No. 1 and the workman. Hence, there was no question of termination of the services by the Party No. 1 or compliance of the provisions of Sections 25-F or 25-H of the Act.

14. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman, is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered.-

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2287.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एफ सी आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 306/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/283/2003-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S.O. 2287.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 306/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 19-09-2013.

[No. L-22012/283/2003-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/306/2003

Date: 22-08-2013.

Party No. I(a) : The District Manager,
Food Corporation of India,
Ajani, Nagpur,
Nagpur - 440015.

Party No. I(b) : The Senior Regional Manager,
Food Corporation of India,
Mistry Bhawan, Dinshaw Wacha
Road, Churchgatye,
Mumbai - 400020.

Versus

Party No. 2 : The Secretary,
Rashtriya Mazdoor Sena, Hind Nagar
Ward No. 2, Near Boudha Vihar,
Post: Wardha, Distt. Wardha (M.S.)

AWARD

(Dated: 22nd August, 2013)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Food Corporation of India and their workman, Shri Manohar M. Vyavhare, for adjudication, as per letter No. L-22012/283/2003-IR (CM-II) dated 08-12-2003, with the following schedule:

"Whether the action of the management of Food Corporation of India, Nagpur (M.S.) in terminating the services of Shri Manohar M. Vyavhare, Security Guard w.e.f. 14-03-1999 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Manohar M. Vyavhare, ("the workman" in short), filed the statement of claim and the management of Food Corporation of India ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim is that he was in the employment of Party No. 1 from 15-07-1993 and he was initially engaged through a contractor at Wardha Depot of Party No. 1, as a Security Guard and he was in continuous service without any interruption till 14th March, 1999, when his services were terminated orally by Party No. 1, without following the due procedure of law and he had completed more than 240 days of work in each year and the termination of his services on 14-03-1999 was not in good faith, but in colourable exercise of the rights and powers by the Party No. 1 and while terminating his services, neither one month's notice nor one month's wages in lieu of notice nor retrenchment compensation was given to him as required under section 25-F of the Act and after his illegal termination, fresh hands from the department of home guard and police were engaged by Party No. 1 to extract the duties of Security guards, in violation of the provision of section 25-H of the Act and the work which he was performing is constantly in existence and the same is of a perennial nature and as his termination is illegal and unlawful, he is entitled for reinstatement in service with continuity and full back wages.

The further case of the workman is that in 1993, he was engaged by the Party No. 1 through the contractor for a period for two years, but the contract was made only on papers and after every two years, the Party No. 1 changed the contractor on papers only and the engagement of the so-called contractor did not replace the Security Guards and he was also not disturbed from his services and he was merely shown to be engaged by the contractors, but actually he was working under the direct control and

supervision of the Party No. 1 and the contractor had no role to play in the same and the work performed by him was being assigned to him by Party No. 1 and he was a regular employee of Party No. 1 and Party No. 1 was his real employer and not the contractor as alleged and the engagement and change of contractors by Party No. 1 from time to time was sham and only a camouflage to deny his legitimate claim and the contract between Party No. 1 and the contractor was bogus and not genuine and therefore, his oral termination from services was against the mandatory provisions of the Act and the Central Government decided to abolish the appointment of contract labour as contemplated under section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 and issued notification on 01-11-1990 with directions to abolish the contract labour system in the establishment of the Party No. 1 and to give employment to contract labours engaged by the management and therefore, it was the mandatory duty of the Party No. 1 to abolish the contract labour system in all places and management of FCI implemented the notification only at Nagpur and Manmad and absorbed the Security Guards working at Nagpur and Manmad, but at Akola, Amravati, Wardha and Gondia districts, the contract labour system was continued by the management, with an intention to deprive him from the benefits under the labour laws.

It is further pleaded by the workman that his salary was paid by the Party No. 1 and not by the contractor and his daily attendance was also marked by the Asstt. Manager of FCI, Wardha Depot and the Party No. 1 was supervising his work through their officers and he had no relation with the so called contractors engaged by the Party No. 1 and Party No. 1 also supplied the articles, such as, torch, lathi, whistle and uniform etc. to him and in view of the long spell of work being carried out by him, he is entitled to be reinstated in service with continuity and full back wages.

3. The Party No. 1 in their written statement have pleaded inter alia that the workman was never in their employment and the workman has not impled the contractor, who appointed him, as a Party and the workman was engaged by the contractor as a Security Guard at FCI Depot and the said contractor is a necessary party and in absence of the contractor, the proceeding cannot proceed and the workman was not in their service uninterruptedly till 14th March, 1999 and since the contract of the contractor came to an end, the services of the workman were terminated by the contractor and the original period of contract given to the contractor for providing Security services was up to 1998 and the same was extended as per the terms and conditions till March, 1999 and as the workman was not employed by them, there was no question of following the procedure of termination by them and they were not the employer of the workman and the services of the workman were never utilized by them as employer from 05-07-1993

to 14-03-1999, without any break in service and the workman did not complete 240 days of work in a year as alleged and as the workman was engaged by the Security Contractor, there was no relationship of master and servant between them and the workman at any point of time and under section 10 of the Contract Labour (Regularisation and Abolition) Act, they were exempted by the Central Government, so the allegations made by the workman against them are not true and there was no question of violation of the provisions of 25 (H) of the Act and the work does not constantly exist and the work of providing security guards was given to other Government Agencies like Police Personnel and Home Guards and therefore, the workman has no right to claim any relief from them and the work of security is not perennial in nature and as and when their godowns are filled with food grains, then only, services of the security guards are required and in pursuance of the notification issued by the Central Government abolishing contract labour system, they appointed Home guards and Police personnel as security guards.

The further case of Party No. 1 is that for the relief as claimed, by the workman had filed a writ petition before the Hon'ble High Court, Nagpur Bench bearing W.P. No. 1389/99 and the Hon'ble High Court rejected the said WP and denied the relief prayed for and therefore, this Tribunal has no jurisdiction to decide the reference and the decision of the Hon'ble Court operates as res-judicata and they floated tenders for the contract and lowest bidder was awarded the contract and the change of contractor in every two years was not on papers only and they had no say in the appointment of security guards by the security contractor and they had no control over the appointment and service conditions of the workman, who was an employee of the security agency and he was never their employee and the security contractor was the employer of the workman.

The further case of Party No. 1 is that the appropriate government decided to abolish the employment of the contract labour as contemplated under section 10 of the Contract Labour (Regularisation and Abolition) Act, 1970 and the interpretation of the notification issued on 01-11-1990 put by the workman is not correct and they were exempted from the operation of the Act of 1970 in the year 1989 and the said exemption was withdrawn in the year 1999 and therefore, the security contact given to the contractor was terminated and hence, the services of the workman were terminated by the security contractor and they did not pay the salary to the workman and it was the contractor, who was paying the same to the workman and when the contractor failed to pay the salary to the workman, they paid the amount as per the directions given by the ALC from time to time and the said amount was recovered from the contract's bill and they only used to check the attendance of the security guards to find out as to whether the contractor had made arrangement of the requisite

number of security guards, as per their requirement and they did not have the power to terminate any employee appointed by the contractor and they did not provide any article, such as torch, lathi, whistle and uniform etc to the workman and as such, the workman is not entitled to any relief.

4. Both parties have led oral evidence in support of their respective claims, besides placing reliance on documentary evidence.

The workman in support of his claim has examined himself as a witness. In his evidence, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim.

In his cross-examination, the workman has admitted the FCI had not issued advertisement and the contractor informed them about the vacancy in FCI and the contractor took them to FCI and the management of FCI did not issue any order to them and he does not know if he was appointed by Singh Security Services and they have not filed any document showing payment by FCI and he has no document to show that he was terminated by FCI.

5. Shri Suresh N. Bokade, the witness examined on behalf of the party no. 1 has also reiterated the facts mentioned in the written statement, in his examination-in-chief, which is on affidavit. The evidence of the witness for the management has remained unchallenged, as none appeared from the side of the workman to cross-examine him.

6. It is necessary to mention here that as none appeared on behalf of the workman to make argument on 25-07-2013, the date on which the reference was fixed for argument, order was passed to proceed with the case ex parte against the workman.

7. At the time argument, it was submitted by the learned advocate for the Party No. 1 that the workman was never appointed by Party No. 1 and he has engaged by the contractor as a security guard and as such, the concerned contractor is a necessary party and inspite of raising such objection in the written statement, the workman did not implead the contractor as a party and for that the reference is not maintainable. It was further submitted by the learned advocate for the Party No. 1 that the workman was engaged by the contractor and as the contract of the contractor came to an end in March, 1999, the services of the workman were terminated by the contractor and as such, there was no question of Party No. 1 complying with the due procedure of termination and there was no relationship of master and servant between the Party No. 1 and the workman and the Party No. 1 was exempted by the Central Government from the ban imposed for engagement of contract labourers, so contract was given to the security contractor, as per rules, for supply of security guards and due to the notification of the Government for abolition of contract labour system, Home guards and Police personnel were appointed as security guards and Party No. 1 has no

control over the workman and the security contractor was submitting bills for payment for supply of security guards and the security contractor was paying the wages to the workman. It was further submitted by the learned advocate for the Party No.1 that the workman and some others had approached the Hon'ble High Court, Nagpur Bench in W.P. 1389 of 1999 for the reliefs sought in this reference and the Hon'ble High Court while depositing of the said petition have held that the termination of the workman by the contractor was a valid one and the action of FCI was legal and as such, the workman cannot agitate the question again and the decision of the Hon'ble High Court operates as res-judicata between the parties and the workman is not entitled to any relief.

8. First of all, I will take up the submission made by the learned advocate for the Party No.1 that the present reference is hit by the principles of res-judicata, due to the decision of the Hon'ble High Court, Nagpur Bench in W.P. 1389/99.

It is not disputed that the workman alongwith 78 others through the union, "Rashtriya Mazdoor Sena Saptahit Jaibhim" filed Writ Petition no. 1389/99 before the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, Nagpur, for their regularisation and the Hon'ble High Court did not grant such relief. On perusal of the order passed by the Hon'ble High Court on 29-07-2002 in the said writ petition, it is found that the workman and others claimed regularisation on the ground that they were employed by the contractor for doing regular work of the Food Corporation of India and in view of the same, they have became workmen of Food Corporation of India, since the work on which they were employed is of perennial nature. However, it is found from the judgment that the Hon'ble High Court did not consider the main relief and passed the following order :

"In view of the judgment of the Constitution Bench in Steel Authority of India Ltd. and others Vs. National Union water front workers and others [reported in 2001 (7) SCC1], the relief sought by the petitioners cannot be granted since the petition involves disputed question of facts as also other facts which are required to be adjudicated by appropriate authority. Accordingly, the main prayer to absorb them cannot be granted.

xx xx xx xx

In view of the rejection of the main prayer, the question of granting other prayer does not arise. In case, the petitioners approach the appropriate authority, the appropriate authority shall take decision in the matter within a period of one year. The applicants are free to approach the appropriate authority for redress of their grievances."

So, it is clear from the orders passed by the Hon'ble High Court as mentioned above that the Hon'ble High Court did not consider the claim made by the workman and others on merit and granted them the liberty to approach the appropriate authority for redress. Hence, the reference cannot be said to be hit by the principles of res-judicata. So, there is no force in the contention raised by the learned advocate for the Party No. 1.

9. In this reference, it is never the case of the workman that he was directly appointed or engaged by the Party No.1 as a security guard. In the very beginning of the statement of claim, it has been mentioned by the workman that he was initially engaged at Food Corporation of India Depot, Wardha as a security guard, through a contractor. In paragraph 4 of the statement of claim, the workman has mentioned that, "In the year 1993, the workman was engaged by the Food Corporation of India through contractor, for the period of 2 years, but the contract was made on paper.". The case of the workman is that after every two years, the Party No.1 on papers showed the change of contractors, but he was not disturbed from services and he worked continuously without any break till 14-03-1999 and as he worked as a security guard of perennial nature, he is entitled for reinstatement in service. The workman has also claimed that as the Central Government issued notification on 01-11-1990 to abolish the contract labour system in FCI and directed to give employment to contract labours engaged by the management and Party No. 1 implemented such direction at Nagpur and Manmad only and gave employment and regularized and absorbed the services of the Security Guards working at Nagpur and Manmad and did not implement the same at Wardha and other places to deprive him from the benefits under the Labour Laws.

In his evidence on affidavit also, the workman has mentioned that he was initially engaged in Food Corporation of India as a Security Guard through a contractor.

From the evidence on record and the own admission of the workman in the cross-examination including the specific admission that he was engaged by the contractor, it is clear that the workman was engaged by the contractor. The workman has not produced any evidence to show that he was directly engaged by the Party No. 1.

10. At this juncture, I think it apropos to mention about the principles enunciated by the Hon'ble Apex Court regarding contract labours, in the decisions reported in 1985-II LLJ-4 (S.C.) (The workman of the Food Corporation of India Vs. M/s. Food Corporation of India), 2001 LAB IC 3656 (S.C.) (Steel Authority of India Ltd. and others Vs. National Union Water Front Workers and others) and 1994 II CLR 402 (R.K. Panda & Others Vs. Steel Authority of India and Others).

In the decision reported in 1985-II LLOJ-4 (supra) the Hon'ble Apex Court have held that:-

"Briefly stated, when corporation engaged a contractor for handling food grain at Siliguri Depot, the corporation had nothing to do with the manner of handling work done by the contractor, the labour force employed by him, payments made by him etc. In such a fact situation, there was no privity of contract of employer and workmen between the corporation and the workmen. "Workmen" has been defined (omitting the words not necessary) in the Industrial Disputes Act to mean (any person including an apprentice) employed in any industry to do ". The expression 'employed' has at least two known connotations, but as used in the definition, the context would indicate that it is used in the sense of a relationship brought about by express or implied contract of service in which the employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. The essential condition of a person being a workman within the terms of the definition is that he should be employed to do the work in that industry and that there should be, in other words, an employment of his by the employer and that there should be a relationship between the employer and employee or master and servant unless a person is thus employed there can be no question of his being a "workman" within the definition of the term as contained in the Act.

Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra (1957 - I - LW - 477). Now where a contractor employs a workman to do the work which he contracted with a third person to accomplish on the definition as it stands, the workman of the contractor would not without something more become the workman of that third person. Therefore, when the workmen employed by the contractor were certainly not the workmen of the corporation and no claim to that effect has been made by the union."

11. In the decision reported in 2001 LAB IC - 3656 (supra) the Hon'ble Apex Court have held that :—

"The principle that a beneficial legislation needs to be construed liberally in favour of the class for whose benefit it is intended, does not extend to reading in the provisions of the Act what the legislature has not provided whether expressly or by necessary implication, or substituting remedy or benefits for that provided by the legislature. The intention of the CLRA Act is to regulate the conditions of service of the contract labour and to authorize in Section 10(1) prohibition of contract labour system by the appropriate Government on consideration of factors enumerated in sub-section (2) of Section 10 of the Act among other relevant

factors. But, the presence of some or all those factors, provide no ground for absorption of contract labour on issuing notification under Section 10(1) by the appropriate Government, is not alluded to either in Section 10 or at any other place in the Act and the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act, it is not for the High Courts or the Supreme Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel be it absorption of contract labour in the establishment of principal employer or a lesser or a harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such clearly impermissible.

Thus on issuance of prohibition notification under S. 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit there under. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the concerned establishment. If the contract is found to be genuine and the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour. It otherwise found suitable, and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

Air India's case 1997 AIR SCW430 Overruled prospectively. M.A.T. Nos. 1704 and 1705 of 1999, D/- 12-8-1999 (Cal): C.O. No. 6545(W) if 1996, D/- 9-5-1997(Cal): W.A. Nos. 345-354 of 1997m D/- 17-4-1998 (Kant): W.P. No. 4050 of 1999, D/- 2-8-2000 (Bom) and W.P. No. 2616 of 1999, D/- 23-12-1999 (Bom), 1998 Lab IC 2571 (Cal), Reversed.

It cannot be said that by virtue of engagement of contract labour by the contractor in any work of or in connection with the work of an establishment, the

relationship of master and servant is created between the principal employer and the contract labour. Even a combined reading of the definition of the terms "Contract labour", "Establishment" and "Workman" does not show that the legal relationship between the person employed in any industry and the owner of the industry is created irrespective of the fact as to who has brought about such relationship. The word "Workman" is defined in wide terms. It is a generic term of which contract labour is a species. It is true that combined reading of the terms "Establishment" and "Workman" shows that a workman engaged in any establishment would have direct relationship with the principal employer as a servant of master. But what is true of a workman could not be correct of contract labour. When the provisions of the Act neither contemplate creation of direct relationship of master and servant between the principal employer and the contract labour nor can such relationship be implied from the provisions of the action issuing notification under Section 10(1) of the CLRA Act. A fortiori much less can such a relationship be found to exist from the rules and the forms made there under."

12. In the decision reported in 1994 II CLR 402 (Supra), the Hon'ble Apex Court have held that :—

With the industrial growth, the relation between the employer and the employees also has taken a new turn. At one time the establishment being the employer all persons working therein were the employees of such employer. But slowly the employer including Central and State Governments started entrusting many of the jobs to contractors. Contractors in their turn employed a worker, who has no direct relationship with the establishment in which they were employed. Many contractors exploited the labourers engaged by them in various manners including the payment of low wages. Hence, the Contract Labour (Regulation and Abolition) Act, 1970 was enacted to regulate the employment of contract labour in certain establishment and to provide for its abolition in certain circumstances and for matters connected therewith.

The "Contract Labour" has been defined in Section 2 (1) (b) to mean a workman, who has been employed as contract labour in or in connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer. Section 2 (1) (c) defines "Contractor" to mean a person who undertakes to produce a given result for the establishment, other than a mere supply of goods or articles of manufacture to such establishment, through contract labour or who supplies contract labour for any work of the establishment and includes a sub-contractor.

"Principal employer" has been defined to mean (i) in relation to any office or department of the Government or a local authority, the head of that office or department or such other officer as the government or the local authority, as the case may be, may specify in this behalf and (ii) in a factory, the owner or occupier of the factory. In view of section 10, of the appropriate Government may after consultation with the Central Board or, as the case may be, a state Board, prohibit, by notification in the Official Gazette, employment of contract labour "in any process, operation or other work in any establishment," Sub-section (2) of Section 10 requires that before issuing any such notification, in relation to an establishments, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors. One of the relevant factors, which is to be taken into consideration is whether the work performed by the contract labourers is of perennial nature. Section 12 enjoins that no contractor to whom this Act is applicable shall undertake or execute any work through contract labour except under and in accordance with a license issued in that behalf by the licensing authority. The license so issued may contain conditions in respect of hours of work, fixation of wages and other essential amenities in respect of contract labour as the appropriate Government may deem fit to impose in accordance with rules. Section 20 provides that if any amenity required to be provided under section 16, section 17, section 18, or section 19 for the benefit of the contract labour employed in an establishment, is not provided by the contractor within the time prescribed by the contractor within the time prescribed therefore, such amenity shall be provided by the principal employer within such time as may be prescribed and all expensed incurred by the principal employer in providing the amenity may be recovered by the principal employer from the contractor "either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor". Section 21 says that a contractor shall be responsible for the payment of wages to each worker employed by him as contract labour but at the same time in order to protect the interest of such contract labour, it requires every principal employer to nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the principal employer. Because of sub-section (4) of section 21, if the contractor fails to make payment of wages within the prescribed period, then the principal employer shall be liable to make payment of wages in full to the contact labour employed by the

contractor and recover the amount so paid from the contractor. Any contravention of the provisions aforesaid has been made penal for which punishment can be imposed.

From the provisions referred to above, it is apparent that the framers of the Act have allowed and recognized contract labour and they have never purported to abolish it in its entirety. The primary object appears to be that there should not be any exploitation of the contract labourers by the contractor or the establishment. For achieving that object, statutory restrictions and responsibilities have been imposed on the contractor as well as on the principal employer. Of course if any expenses are incurred for providing any amenity to the contract labourers or towards the payment of wages by the principle employer he is entitled to deduct the same from the bill of the contractor. The Act also conceives that all appropriate government may after consultation with the central board or the state board, as the case may be, prohibit by notification in official gazette, employment of contract labour in any process, operation or other work in any establishment, taking all facts and circumstances of employment of contract labour in such process, operation or the work into consideration.

Of late a trained amongst the contract labourers is discernible that after having work for some years, they make a claim that they should be absorbed by the principal employer and be treated as employees of the principal employer especially when the principal employer is the Central Government or the State Government or an authority which can be held to be state within the meaning of Article 12 of the constitution, although no right flows from the provisions of the act for the contract labourers to be absorbed or to become the employees of the principal employer. This court in the case of Gammon India limited V. Union of India (1974) I SCC 596, pointed out the object and scope of the act as follows :—

"The Act was passed to prevail the exploitation of contract labour and also to introduce better condition of work. The Act provides for regulation and abolition of contract labour. The underline policy of the Act is to abolish contract labour, wherever possible and practicable and where it cannot be abolished to altogether, the policy of the Act is that the working conditions of the contract labour should be so regulated as to ensure payment of wages and provisions of essential amenities. This is why the Act provides for regulated conditions of work and contemplates progressive abolition to the extent contemplated by Section 10 of the Act."

In the case of B.H.E.L. Workers' Association V. Union of India, 1985 ICLR SC 165 = (1985) 1 SCC 630 it was pointed out that Parliament has not abolished the

contract labour as such but has provided for its abolition by the Central Government in appropriate cases under Section 10 of the Act. It is not for the court to enquire into the question and to decide whether the employment of contract labour in any process, operation or other work in any establishment should be abolished or not. That has to be decided by the government after considering the relevant aspects as required by Section 10 of the Act. Again in the case of Mathura Refinery Mazdoor Sangh V. Indian Oil Corporation Ltd., 1991 ICLR 684, this court refused to direct the Indian Oil Corporation Ltd., to absorb the contract labourers in its employment saying that, the contract labourers have not been found to have direct connection with the refinery. In other words, there was no relationship of employer and employee between the Indian Oil Corporation Ltd. and the contract labourers concerned. Again in Dena Nath V. National Fertilizers Ltd., 1992 ICLR 1, this court pointed out that the aforesaid Act has two purposes to serve (i) to regulate the conditions of service of the worker employed by the contractor who is engaged by a principal employer and (ii) to provide for the abolition of contract labour altogether, in certain notified processes, operation or other works in any establishment by the appropriate government, under Section 10 of the Act. It was further stated that neither the Act nor the Rules framed by the Central Government or by any appropriate government provide that upon abolition of contract labour, the labourers would be directly absorbed by the principal employer.

It is true that with passage of time and purely with a view to safeguard the interests of workers, many principal employers while renewing the contracts have been insisting that the contractor or the new contractor retains the old employees. Infact such a condition is incorporated in the contract itself. However, such a clause in the contract which is benevolently inserted in the contract to protect the continuance of the source of livelihood of the contract labour cannot by itself give rise to a right to regularization in the employment of the principal employer. Whether the contract labourers have become the employees of the principal employer in course of time and on whether the engagement and employment of labourers through a contractor is a mere camouflage and a smoke screen, as has been urged in this case, is a question of fact is to be established by the contract labourers on the basis of the requisite material. It is not possible for High Court or this court, while exercising writ jurisdiction or jurisdiction under Article 136 to decide such questions only on the basis of the affidavits. It need not to be pointed out that in all such cases, the labourers are initially employed and engaged by the contractors. As such at what point of time a direct

link is established between the contract labourers and the principal employer, eliminating the contractor from the scene, is a matter which has to be established on material produced before the court. Normally, the Labour Court and the Industrial Tribunal, under the Industrial Disputes Act are the Competent Fora to adjudicate such disputes on the basis of the oral and documentary evidence produced before them."

So, keeping in view the principles enunciated by the Hon'ble Apex Court in the decisions mentioned above, the present case in hand is to be considered.

13. In this case, the letter No. U-23013/11/89/LW, dated 28-05-92, Government of India, Ministry of Labour shows that the prohibition of employment of contract labour in sweeping, cleaning, dusting and watching of buildings owned or occupied by the establishments of Food Corporation of India and some other departments was lifted by the Central Government. So, the engagement of contract labour by the Party No. 1 cannot be said to be illegal. It is also found from the materials on record that the appointment of labour contractor by Party No. 1 for supply of Security Guards was genuine and the same was not only on papers as claimed by the workman. The workman has failed to prove such claim by adducing cogent or reliable evidence. The engagement of labour contractor by Party No. 1 was not a mere ruse or camouflage to evade compliance of the various beneficial legislations, so as to deprive the workman of the benefits there under. The workman has not been able to produce any document to show that at any point of time, Party No. 1 paid his wages as their employee. It is clear from the evidence that Party No. 1 paid wages of the last three months to the workman in presence of the Labour Commissioner, as the contractor did not pay the same. As it is clear from the evidence on record that the workman was engaged as a contract labour with Party No. 1, by the contractor and as such, it can be held that there was no relationship of master and servant between the Party No. 1 and the workman. Hence, there was no question of termination of the services by the Party No. 1 or compliance of the provisions of Sections 25-F or 25-H of the Act.

14. It is the own case of the workman that he was engaged by the contractor. So the contractor, who had engaged the workman, is a necessary party in the reference. The said contractor has not been added as a party in this reference. Due to non-joinder of necessary party, the reference is bad in law.

In view of the materials on record and the discussions made above, the reference cannot be answered in favour of the workman. Hence, it is ordered.—

ORDER

The reference is answered in the negative. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2288.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स इण्डियन इन्स्टीट्यूट ऑफ पुलस रिसर्च के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 22/02, 33/02, 24/02, 34/02, और 23/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-09-2013 को प्राप्त हुआ था।

[सं. एल-42012/39/2000-आईआर (सीएम-II),

सं. एल-42012/38/2000-आईआर (सीएम-II),

सं. एल-42012/103/2000-आईआर (सीएम-II),

सं. एल-42012/102/2000-आईआर (सीएम-II),

सं. एल-42012/35/2000-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 19th September, 2013

S.O. 2288.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/02, 33/02, 24/02, 34/02 and 23/02,) of the Central Government Industrial Tribunal/Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of IIPR, and their workmen, received by the Central Government on 19-09-2013.

[No. L- 42012/39/2000-IR(CM-II),

No. L-42012/38/2000-IR(CM-II),

No. L-42012/103/2000-IR(CM-II),

No. L-42012/102/2000-IR(CM-II),

No. L-42012/35/2000-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LT-LABOUR COURT, KANPUR.

I.D. Nos. 22/02, 33/02, 24/02, 34/02 and 23/02

Reference Nos -

L-42012/39/2000-IR CM (II) dated 01.04.2002

L-42012/38/2000-IR CM (II) dated 27.03.2002

L-42012/103/2001-IR CM (II) dated 31.05.2002

L-42012/102/2001-IR CM (II) dated 31.05.2002

L-42012/35/2000-IR (CM-II) dated 26.03.2002

Industrial Dispute between-

1. Sri Suresh Kumar

2. Sri Saheb tal,

3. Sri Alok Kumar Awasthi

4. Ganesh Shanker.

5. Sri Ajai II

All care of Sri Rajendra Prasad Shukla, Organization Mantri, Bhariya Gramin Mazdoor Sangh, (Intuc) 115/193, A-2, Maswanpur, Kanpur.

And

The Director,
Indian Institute of Pulses Research, Kalyanpur, G.T.
Road, Kanpur.

AWARD

1. Central Govt, Mol, New Delhi vide above reference no. has referred the following dispute for adjudication to this tribunal-

6. Whether the action of the Director Indian Institute of Pulse Research, Kalyanpur, Kanpur, in terminating the service of the following workers with effect from 31.12.99, 26.08.99, 26.08.99, 26.08.99 and 26.08.99

a. Sri Suresh Kumar

b. Sri Saheb tal,

c. Sri Alok Kumar Awasthi

d. Ganesh Shanker

e. Sri Ajai II

is legal and justified? If not to what relief the workman is entitled?

2. Brief facts are-

3. These are the Five I.D. Cases being numbered as 22/02, 23/02, 24/02, 33/02 and 34/02 All these five cases have been consolidated vide order dated 25.05.04 and I.D No. 22/02 has been made as leading case wherein evidence has been recorded for all the five cases considering it a leading case.

4. Because all the cases are based on almost similar facts and common question of law is involved so in my view I am reproducing the facts of I.D no. 205/99. All the five cases belong to termination like termination is legal justified or not.

5. In the case of Suresh Kumar it has been alleged that he was employed on 07.09.90 as a casual labor for the permanent work by the Director of the opposite party . It is alleged that the work against which the applicant was engaged was of permanent nature which is there under

the opposite party. It is also stated that the opposite party had not paid the claimant the wages of regular employee. He had worked continuously for more than 240 days preceding 12 months from the date of his termination. It is also alleged that the opposite party has taken the services of the contractor M/s. Anand Enterprises with effect from 30.04.98 and from this period the claimant was attached with the contractor. It is also alleged that the opposite party without any reason and without complying with the mandatory provisions of the Industrial Disputes Act, 1947 like section 25F has terminated the services of the applicant with effect from 31.12.99 orally. It is also alleged that new recruits were inducted in the employment by the opposite party after termination of the services of the workmen. It is also stated that some juniors to the claimant have been retained in the services of the opposite party thereby the opposite party has also committed breach of section 25G and 25H of the Act.

6. Therefore it has been prayed that the workman is entitled to be reinstated in the service of the opposite party with full back wages and all consequential benefits .

7. Opposite party has filed reply wherein the entire claim of the workman has been refuted by them on the ground that there never existed any relationship of employer and employee between the management and the workman, these workmen had never been engaged either temporarily or permanent, therefore, there was no need for compliance of section 25 F of the Act as the opposite party had never terminated the services of the applicant. The work under the opposite party was being taken through the contractor. The work of the opposite party against which it is alleged that the applicant was engaged was seasonal one and the licensed contractor had provided the services of labour for the work of Nirai, Guarai etc. It is also claimed by the opposite party that when these workers were never in their employment question of termination of their services does not arise. It is also pleaded by the opposite party that the contractor who was the necessary party to the dispute has not been arrayed as a party in the present dispute. These workers might have been engaged with the contractor but the opposite party has no concern with its. Opposite party has also denied the fact that they had ever breached the provisions of the Act in the case of these workmen.

8. Therefore, it has been stated by the opposite party that since the workmen were never in the employment of the opposite party therefore, they are not entitled for any relief as claimed by them.

9. The claimant has moved an application for summoning certain records photocopies which were enclosed with the application.

10. This application was disposed of on merits by me vide order dated 28.08.12, where in the prayer of the claimants were not considered.

11. Opposite party has also filed certain paper vide list paper no.13/l. These are the photocopies of the license of the contractor issued by the ALC© Kanpur dated 30.04.98 onwards and photocopies of certain documents.

12. Both the parties have adduced oral evidence. Claimant has adduced himself as W. W. 1 whereas opposite party has produced Sri A. K. Saxena as M.W.1 who is an officer of the establishment.

13. I have examined the oral as well as documentary evidence of both the parties at length. M.W: 1 Sri Saxena has specifically stated on oath that regarding these claimants there had been no relationship of master and servant. They had never been employed or engaged as a casual labour temporary or on permanent basis directly by the opposite party. It is also stated on oath that the work which was being taken from the contractor like Anand Enterprise and others who are the registered contractor was of seasonal nature.

14. The statement of the management witness is unrebuted because after giving sufficient opportunity to cross the witness the claimant has not cross examined him. Therefore, in such circumstances his statement which is on oath cannot be discarded.

15. I have examined the statement of w.w.l. His statement is not supported by any cogent documentary evidence. He admitted that when he was given employment he was 14 years old. In my view a person who is below 18 years cannot be granted a govt. job. These workmen are not having any appointment letter, there is no termination letter. Some photocopies alleging to be attendance register have been filed along with the claim statement but there is no evidence to take the cognizance of these photocopies. The claimant has not supported these documents in his evidence also. The claimant has himself pleaded in the claim statement that he was attached with the contractor when the contractor joins with the opposite party. Even in such situation the claimant did not implead the contractor as a party. Therefore, the statement of W.W.1 cannot be relied upon particularly in the context when M.W.1 has not been cross examined and his statement is uncontroverted.

16. As such there is no cogent documentary or oral evidence in favour of the claimant from which it can be inferred that there had been any relationship of employer and employee between the disputants.

17. Therefore the evidence of the workman does not inspire confidence and, is liable to be discarded.

18. Therefore the workman has failed to establish that they have been engaged or employed by the opposite

party on March 90 or 7.9.90 or any other date as alleged by the claimants in their respective claim statement and their services have been terminated on 31.12.99 and 26.08.99 or any other date as alleged by the claimant. They have also failed to establish that they had worked for more than 240 days or more before termination of their services. It is also held that no cause of action has arisen in favor of the workmen in the facts and circumstances of the case.

19. Accordingly it is held that none of the workman is entitled to any relief and the references are bound to be decided against them and in favor of the Opposite party.

Dt. 10-05-2013

RAM PARKASH , Presiding Officer

नई दिल्ली, 20 सितम्बर, 2013

का.आ. 2289.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स महानदी कोलफील्ड्स लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 88/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-2013 को प्राप्त हुआ था।

[सं. एल-22012/152/2012-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th September, 2013

S.O. 2289.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 88/2012) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Ananta OCP, Jagannath Area of MCL, and their workmen, received by the Central Government on 20-09-2013.

[No. L- 22012/152/2012-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

I. D. CASE No. 88/2012

Date of Passing Order - 11th June, 2013

Between:

The Project Officer, Ananta OCP,
Jagannath Area of MCL, Po. Dera Colliery,
Talcher, Dist. Angul, Orissa.

....1st Party-Management.

(And)

The General Secretary, Talcher Koila Khani
Mazdoor Sangh, At. Jamde Bhavan, Po. South Balandia,
Dist. Angul, Orissa - 759 116.

....2nd Party-Union.

Appearances:

None. For the 1st Party-
Management.

None. For the 2nd Party-
Union.

ORDER

Case taken up. Both the parties are absent. The 2nd Party-Union has to file the statement of claim, but no statement of claim has yet been filed, though a period of more than six months has elapsed since the receipt of reference in this Tribunal. Notices to the 2nd Party-Union were sent on 4.1.2013 and 6.5.2013 first by ordinary post and the second by Regd. Post for filing of statement of claim. But no response has been received from it.

Therefore, there is no use to keep the case pending indefinitely. It might be that the 2nd Party-Union has either settled the dispute with the 1st Party- Management amicably out of the court or may not be interested to prosecute its case further. Hence a no-dispute award is to be passed in the case and accordingly a no-dispute award is passed and the reference is answered in the above terms.

JITENDRA SRIVASTAVA , Presiding Officer

नई दिल्ली, 20 सितम्बर, 2013

का.आ. 2290.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एफ सी आई के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 61/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-09-2013 को प्राप्त हुआ था।

[सं. एल-22013/1/2013-आईआर (सी-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th September, 2013

S.O. 2290.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2012)

of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 20-09-2013.

[No. L- 22013/1/2013-IR(C-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present :

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 61/2012

Date of Passing Order - 2nd August, 2013

Between:

1. The Secretary, Food Corporation of India
Workers Co-operative Credit Society Limited,
At. Surya Vihar, Link Road, Post. A.D. Market,
Cuttack - 12.

..... 1st Party-Managements.

(And)

Their workman Shri Subrat Kumar Samal,
Ex-Junior Accountant, the Food Corporation of
India Workers' Co-operative Credit Society
Limited,

..... 2nd Party-Workman.

Appearances:

Shri D. K. Nayak, ... For the 1st Party
Secretary. Managements.

Shri Subrat Kumar ... For Himself the 2nd Party
Samal. Workman

ORDER

On behalf of the Ist Party-Management a preliminary objection has been orally raised on the point of jurisdiction and maintainability of the case before this Tribunal basing, the plea on the order dated 12.9.2012 passed by the Hon'ble High Court of Orissa in W.P. (C) No. 16334/2012 wherein the Hon'ble High Court has

directed this Tribunal, to pass appropriate order on the point of jurisdiction after giving opportunity of hearing to the petitioner and the workman, if such a point is raised by the petitioner.

2. Accordingly on raising the point of jurisdiction both the parties were heard. On going through the record of the case it is made clear that the 2nd Party-workman was an employee of the 1st Party-Management, namely, Food Corporation of India Workers Cooperative Credit Society Limited. It has been contended on behalf of the Management that the said society is registered under the Multi State Co-operative Societies Act with the objective for assisting its members financially and otherwise particularly the workers of the Food Corporation of India. The appropriate government so far as said Society is concerned is not the Central Government. But the 2nd Party-workman even after getting communication from the Assistant Labour Commissioner (Central) that F.C.I. Workers Cooperative Credit Society Limited is not falling under the purview of the Central Government by suppressing the facts has filed the present case under Section 2-A of the Industrial Disputes Act before this Tribunal. Hence the notice issued to the Management is illegal, arbitrary and without jurisdiction.

3. The 2nd Party-workman has filed written objection to the oral submissions of the 1st Party-Management stating that the Society is functioning under the control and authority of the Central Registrar of Co-operative Societies, Government of India. Ministry of Agriculture, Department of Agriculture and Co-operation, New Delhi and therefore the C.G.I.T. has jurisdiction to adjudicate upon the dispute raised by him. The view expressed by the Assistant Labour Commissioner (Central), Bhubaneswar, is contrary to the statute and the settled position of law. The Conciliation Officer has no power to adjudicate as to, who is the appropriate authority under the Industrial Disputes Act.

4. The point of jurisdiction rests upon the definition of the word "appropriate government" and then upon the definition of the term "Industry" for deciding as to whether the present application under section 2-A of the Industrial Disputes Act lies within the jurisdiction of the Central Government Industrial Tribunal or not. The definition of the term "appropriate government" as per Section 2(a) of the Industrial Disputes Act has to be taken into consideration. The crux of the definition lies herein as to whether the industry in relation to which an industrial dispute has arisen is being carried on by or under the authority of the Central Government or such other authorities as may be specified by the Central Government in this behalf and in relation to any other industrial dispute including the state public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the State

Government, the State Government shall be the appropriate government.

5. In the light of the above definition it is made clear that the F.C.I. Workers Co-operative Credit Society Limited does not come under the purview of Central Government being an "Industry" not being run or carried on by or under the authority of the Central Government. The Central Government has also not notified it as a controlled industry. It is registered under the Multi State Co-operative Societies Act, 1984 and works under the control and authority of Central Registrar of Co-operative Societies, Government of India, Ministry of Agriculture, Department of Agriculture and Co-operation, New Delhi. All this does not bring it into the domain of the Central Government as it is not being run or carried on by or under the authority of the Central Government nor it has been specified as a controlled, industry. Therefore it cannot be said under any stretch of imagination to be a Central Government industry. As such in the present case the Central Government is not the appropriate government.

6. Besides that sub-clause (9) of Clause (j) of Section 2 of the Industrial Disputes Act while defying an "industry" precludes any activity being an activity carried on by a Co-operative society or a club or any other like body of individuals, if the number of persons employed by the Co-operative society, club or other like body of individuals in relation to such activity is less than ten from the definition of "industry". It has not been made clear by the 2nd Party-workman as to how many workers either less or more than 10 are working in the F.C.I. Workers Co-operative Credit Society Limited, Cuttack. Therefore it is very much doubtful as to whether the, activities of the Ist Party-Management can be described as an "Industry", and if they do not constitute an "industry", the dispute arisen between the Management and its employee does not come within the definition of an industrial disputes.

7. In view of the matter this Tribunal is not competent to take cognizance of the dispute raised by the 2nd Party-workman being devoid of jurisdiction. Therefore the application moved by the 2nd Party-workman under section 2-A of the Industrial Disputes Act is not maintainable in this Tribunal.

8. The said application is accordingly dismissed as not maintainable.

JITENDRA SRIVASTAVA , Presiding Officer

नई दिल्ली, 11 सितम्बर, 2013

का.आ. 2291.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली-02 के पंचाट (संदर्भ संख्या

43/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-09-2013 को प्राप्त हुआ था ।

[सं. एल-12011/79/2010-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 11th September, 2013

S.O. 2291.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2011) of the Central Government Industrial Tribunal/Labour Court-II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 6-09-2013.

[No. L- 12011/79/2010-IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, DELHI

Present:- Sri Harbansh Kumar Saxena

ID No. 43/2011

The General Secretary,
PNB Employees Union, 217,
Himgiri Apartment, Outer Ring Road,
Vikas Puri, New Delhi-110018

Versus

1 . The General Manager,
Punjab National Bank,
Circle Office, Rajendra Bhawan,
Rajendra Place, New Delhi.

2. General Manager,
Punjab National Bank,
7, Bhikaji Cama Place,
New Delhi.

AWARD

The Central Government in the Ministry or Labour vide notification No L- 12011/79/2010-IR(B-II) dated 27-05-2011, referred the following Industrial Dispute to this tribunal for the adjudication :-

"Whether the action of General Manager, Punjab National Bank.Bhikaji Cama Place, New Delhi in holding industrial relation meetings with Punjab National Bank staff Association instead of Punjab National Bank Employees Union, is an act of 'Unfair Labour Practice' under Section

2(r)(a) read with Section 25(1) and item 2 or Industrial Dispute Act,1947 What relief the Union is entitled to?"

On 30-6-2011 reference was received in this tribunal. Which was register as I.D. No 43/2011, and claimant was called upon to file claim statement with in fifteen days from date or service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice claimant appeared and filed statement of claim on 17-08-2011 .Through which he prayed as follows :-

1. Directing the Management of the Bank to restore Official Status or PNBEU Delhi (AIBEA), a Majority Union in the State or Delhi to hold Industrial Relation Machinery Meetings (IRMs) with Circle Office, Delhi/ Head Office authorities as heretofore.

2. Directing the Bank to Stop holding IRM with Minority Union i.e. PNBAS Delhi (neither affiliated to AIBLA nor recognized by DSBEF), in the State of Delhi.

3. Any other Order or relief which this Hon'ble Court may deem fit and proper be also awarded in favour of PN BEU, Delhi against the Management.

On 23/11/2011 W.S. Filed by Management. Wherein allegations of statement of claim were denied. It was prayed that in view or the submissions made as above, bank has not committed any Unfair Labour Practice in holding the IRM Meetings with the majority union as per the settlements and the same is not violative of Section 2S(T) of the Industrial Disputes act.1947. It is, therefore, prayed that the statement of claim filed by the General Secretary, PNBEU (Delhi) before the Hon'ble Court may please be dismissed.

On 06-03-2012 Rejoinder of the Claimant was filed and prayed as follows:-

The Management has wrongly contended that they are holding IRM with the Majority Union as per the settlements whereas the fact is that PNBSA- Delhi is a Minority Union in the State or Delhi. The Settlement referred to the Bank no where restricts the Majority Union to hold IRM/Joint Discussion with PNBEU, Delhi a Majority Union in the State of Delhi. Thus, it is violative of Section 25T and Item 2 of Fifth Schedule or the said Act and forbidden by Law.

We, therefore, request this Hon'ble Court to please pass an order that the Bank should hold IRM /Joint Discussion with PNBEU, Delhi (a Majority Organization in the State of Delhi) and sign the Minutes of the Meeting on the same pattern as is being done with PNB Sharrnik Union (not Affiliated to AIPNBEF) in the State of West Bengal and signing the Minutes of the Meeting.

The Hon'ble Court may also pass any other Order or relief which this Hon'ble Court Deem fit and proper under the facts and circumstances of the case.

On the basis of pleadings of parties as well as argument or Ld. A/R/Ld. Counsel for parties no issue other than the one mentioned in the schedule or reference needs to be framed.

Thereafter claimant is support of his case produce himself as W1, and filed certain documents.

On 08/05/2013 Sri R K Agarwal Senior Manager of the Bank express his desire not to adduce any evidence on behalf of Management. Hence evidence of Management closed and 18/06/2013 was fixed for argument.

I have heard the arguments of Ld. Counsel/ A/R for the parties at length and perused the pleadings as well as evidence of the parties.

I also perused the following provisions :-

1.S 2(ra) Which defines "unfair labour practice" as follows- means any of the practices specified in the fifth schedule.

2.S.25-T Prohibition of Unfair Labour Practice provides that no Employer or Workman or a Trade Union. Whether registered under the Trade Union Act, 1926 or not, shall commit any Unfair Labour Practice.

3. The fifth Schedule which is in two part as follows :-

(i) on the part of employees and trade unions of employees.

(ii) on the part or workmen and trade unions of workmen.

A/R for claimant union stressed that union Safe Guard the interest of workman as well as of public even then Management Bank has not invited the Claimant Union for discussion on the points put up in meetings. He further stressed that in Bank situated in State or West Bengal Claimant Union is invited in meetings of bank for discussion on the points put up in meetings .He pointed out disparity in procedure followed by Management Bank in conducting meetings.

Ld. Counsel for the Management Bank replied that meetings were held for limited purpose i.e. Industrial Relation Machinery Meetings (9RMS). Hence Management with Majority Union Bank committed no Unfair Labour Practice.

In the light contentions and counter contentions I perused the provisions of S10 (I-B) (a) of Industrial Dispute Act which been added by West Bengal State Government Amendment on 08/12/1989, in which widens the scope of S 10 of Industrial Dispute in state of West Bengal Act. In

this background Ld. Counsel for Claimant Union cannot be permitted to participate in the meetings of Management Bank. Which were held for limited purpose. Hence Management Bank cannot be held liable for committing any Unfair Labour Practice.

In case of Workmen Vs. IITI cycles of India. Ltd 1995 Supp(2) S.C.C. 733 their lordship of Hon'ble Supreme Court laid down following principle :-

"It is not obligatory on the part of the Government to make a reference in each and every case at the instance of the Union. It has to weigh the facts keeping in view the objective of industrial peace and smooth industrial relations between the parties and if it finds that in the interest or industrial peace it is not necessary to make a reference."

In case of Workman Vs. Sri Ranga Vilas Motors (P) Ltd., A/R 1976 S.C. 1040 their Lordship of Hon'ble Supreme Court explained the following words:-

"Words "interested" and "affected in Section 10(1A) and 10(5) of Industrial Disputes Act 1947. The Union which sponsors the cause or an individual workman is "interested" in the dispute but the workmen who are not necessary "affected" by the dispute" In such case reference for adjudication is not required. Aforesaid principles applies with full force in the instant case.

On the basis of aforesaid discussion I am of considered view that Claimant Union is entitled for no relief. Hence its statement of claim dismissed. Reference is decided against Claimant Union. Award is accordingly passed.

Dated : 07-08-2013

HARBANS KUMAR SAXENA , Presiding Officer

नई दिल्ली, 18 सितम्बर, 2013

का.आ. 2292.—आौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन एयरलाइन्स लिमिटेड के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आौद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 119/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-09-2013 को प्राप्त हुआ था।

[सं. एल-20013/2/2013-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 18th September, 2013

S.O. 2292.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 119/2012) of the Central Government Industrial Tribunal/Labour Court-II, New Delhi as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of Indian Airlines Ltd. and their workmen, which was received by the Central Government on 12-09-2013.

[No. L- 20013/2/2013-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DELHI

I. D.No. 119/2012

Ms.Aarti Parasar & others,
R/o H. No .18/17 A, Azad Nagar,
Bagh Karekhan Kishan Ganj,
Delhi - 110007.

....Applicants

Versus

The Chief Operating Officer,
IAL Airport Services Limited,
Safdarjung Airport,
New Delhi.

...Respondent

AWARD

Indian Airlines Limited-Airport Services Limited (hereinafter referred to as the management), a wholly owned subsidiary of Indian Airlines Limited was incorporated under the Companies. Act, 1956. Ms.Aarti Parasar and others were working with the management since October, 2004 as Security Sub-Assistant. Issues raised by the Security Sub Assistants regarding enhancement of remuneration and facilities were considered from time to time. On 28.01.2009, the General Manager (Personnel), Northern Region of the Indian Airlines Ltd. held a meeting with the union and thereafter certain issues, relating to increase in remuneration and grant of additional benefits were forwarded to the Office of the Chief Operating Officer of the management for consideration. In the meanwhile, the Security Sub-Assistants started threatening the management and in that process resorted to neglecting their duties, became non-cooperative and went on illegal strike. Consequently, services of 22 Sub-Assistants were terminated vide orders dated 31.05.2009 and 01.06.2009. Aggrieved by that Act, a dispute was raised before the Conciliation Officer. When conciliation proceedings failed, they present claim statement for adjudication of the dispute under the provisions of section 2-A of the Industrial Disputes Act, 1947 (in short the Act). Claimant presents that a period of 45 days stood expired from the date of making an application before the Conciliation Officer. According to them, sub-section (2) of section 2-A of the Act empower

them to file a dispute before this Tribunal, without being referred for adjudication by the appropriate Government.

2. Claim statement was filed by the claimants pleading that they were working with the management since 11.10.2004 as Security Sub-Assistants, on fixed remuneration of Rs.5500.00 per month, to be revised to RS.6500.00 after completion of training. On completion of training on 17.09.2007, the claimants were given extensions from time to time. A meeting was held between the claimants and the management to press their legal demands relating to provident fund and medical facility through ESIC etc. But, despite reminders sent to the management, their grievances remained unredressed. In the meanwhile, the management issued orders to the effect that no leave application of any kind from the security staff is to be entertained. It was also intimated to them that since a decision on their demands is being taken, hence they are to refrain from wearing black ribbon. The claimants did not absent themselves from duty even for a single day. However, they wore black badges and held peaceful protest. As a retaliatory measure, the management orally terminated their services without notice on 02.06.2009, in violation of the provisions of the Act. Writ petition filed by them, before the High Court of Delhi, was dismissed with liberty to approach an Industrial Adjudicator. Claimants plead that order, terminating their services orally, may be quashed, and they be reinstated in service with continuity, full back wages and consequential benefits:

3. Claim was demurred by the management stating that it is a wholly owned subsidiary of Indian Airlines Ltd. The Indian Airlines Ltd. was nominated as single agency at IGI Airport Terminal 11 for security handling of all airlines. Required manpower for security functions and for airport handling were to be recruited on fixed term contract on consolidated remuneration. Recruitment of such persons were done in categories of Sub-Assistants (Support Service-Security I and Support Services Commercial) initially in 2004. Since the management had not commenced operations, the personnel so engaged were deputed to Airline Allied Services Ltd., another wholly owned subsidiary Company of erstwhile Indian Airlines Ltd. The terms and conditions of service were expressly mentioned in the letter of contract issued to each Sub-Assistant, who accepted those terms. However, issues raised by the Sub-Assistants, from time to time regarding enhancement of remuneration and facilities, were considered. The General Manager (Personnel), Northern Region of the Indian Airlines Ltd. held a meeting with the union where certain local issues were discussed. Issues relating to increase in remuneration and grant of additional benefits etc. were forwarded to the office-of Chief Operating Officer for consideration. However, the said Sub-Assistants started threatening the management, started neglecting work and threatened to go on a march

near the departure area of IGI Airport. Vide office order dated 21.05.2009, it was circulated that no leave was to be entertained from any of the Security Staff. On the same day, it was observed that some of them were wearing black badges on the front line and were instigating their other colleagues to do so, thus hampering peaceful working environment and tarnishing the image of the National Carrier. On 31.05.2009, they resorted to illegal strike in complete disregard to instructions, issued on 29.05.2009. Consequently, services of 22 Sub-Assistants were terminated on 31.05.2009 and 01.06.2009. The remaining Sub-Assistants continued to "be on strike. Matter was seized in conciliation. On 03.06.2009, the Conciliation Officer directed them to call off the strike. However, despite the direction, they continued with their illegal strike. Vide order dated 05.06.2009 it was declared that 20 of such Sub-Assistants - had voluntarily abandoned their duties and accordingly their names stood deleted. The conciliation proceedings with regard to the demand of Sub-Assistants, relating to increased remuneration and benefits, alongwith the issues of termination of their services ended in a failure on 27.07.2009, but no reference was made by the appropriate Government. Hence, claim may be dismissed, being devoid of merits, pleads the management.

4. On perusal of pleadings, following issues were settled:

- (1) Whether claimants fulfil pre-condition laid down under sub-section (2) of section 2-A of the Industrial Disputes Act, 1947?
- (2) Whether direct dispute raised by the claimant is barred by limitation?
- (3) Whether the claim is not maintainable since the management has closed down its operations on 25.03.2011?
- (4) Whether claimants are entitled to relief of reinstatement in service.

5. Issue No.(1) and (2) are treated as preliminary issues. Shri Rakesh Mudgal, authorised representative of the claimant, submitted that there is, no necessity to lead evidence in the matter since preliminary issues can be adjudicated on legal parameters and closed evidence of the claimants. Shri Ravi Gopal, authorized representative of the management also chose not to adduce any evidence on behalf of the management.

6. Arguments were heard at the bar. Shri Rakesh Mudgal, authorized representative advanced arguments on behalf of the workman. Shri Ravi Gopal, authorized representative raised his submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

Issue No.1 and 2.

7. As record projects, dispute under reference was raised by the claimants, under sub section (2) of section 2A of the Act. Provisions of section 2A of the Act contemplates that any dispute or difference between the workman and his employer connected with or arising out of discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute, notwithstanding that no other workman nor any union of workman is party to the dispute. Language, used in section 2A of the Act, very clearly states that in order to make a dispute an industrial dispute, it must be sponsored by a union or a considerable number of workmen in the establishment of the management. However, any dispute between a workman and his employer, which is connected with or arising out of his discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute.

8. A long line of decisions, handed down by the Apex Court, had established that an individual dispute could not per se be an industrial dispute; but could become one if it was taken up by a trade union or a considerable number of workmen of the establishment. This position of law created hardship for individual workmen, who were discharged, dismissed, retrenched or whose services were otherwise terminated when they could not find support by a union or any appreciable number of workman to espouse their cause. Section 2A was engrafted in the Act by the Amendment Act of 1965 and it has to be read as an extension of the definition of industrial dispute contained in clause (k) of section 2 of the Act. Thus by way of extension of definition of industrial dispute, by insertion of section 2A of the Act, the dispute of an individual workman connected with or arising out of his discharge, dismissal, retrenchment or otherwise termination of his service by his employer has been brought within the ambit of the Act.

9. Industrial workman has got a very restricted right to move an industrial court when his service conditions have been changed to his prejudice during pendency of an industrial dispute or he has been dismissed or discharged during such pendency, under section 33-A of the Act. He has a right to recover certain dues from his employer under section 33(C)(2) of the Act. An individual workman who had been thrown out of employment had to rely for redress only through aegis of the union or his co-workers where there was no union. Sometimes he found it hard to proceed further or get the union to take up his cause. Besides, there are industries where so far no union have been formed. Workers are still, in certain industries, unorganized. Enactment of section 2A of the Act was taken up by the Parliament solely with a view to modify the law to raise industrial disputes relating to discharge, dismissal, retrenchment or otherwise termination of services of the workmen.

10. Classification between workmen unaided by union or considerable number of workmen and workman whose cause is espoused by a union or considerable number of workmen has been made by the legislature, when provisions of section 2A were brought on the Statute Book. Thus, it is evident that by way of extension of definition of industrial dispute relating to discharge, dismissal, retrenchment or termination of service of the workmen, Legislature provided remedy to the workmen who is unaided by a union or considerable number of workmen. Section 2A of the Act does not destroy the concept of industrial dispute and collective dispute and such concept still remains as a major class and in all other provisions of the Act. Consequently, it is evident that excepting the disput relating to dispute of dismissal, discharge, retrenchment or otherwise termination of services of a workman, a dispute is to be espoused by the union or considerable number of workmen to reach the status of an industrial dispute.

11. Even in cases of dispute between a workman and his employer connected with or arising out of his discharge, dismissal, retrenchment or termination of his service, it has to pass through the procedure provided in the Act. For raising a dispute, an employee has to raise a demand on the employer and thereafter he has to raise the dispute before the Conciliation Officer, who had to enter into the conciliation proceedings. In case conciliation proceedings fails, the Conciliation Officer submits his report to the appropriate Government. On consideration of the report, so submitted by the Conciliation Officer, the appropriate Government has to form an opinion that an industrial disputes exists or is apprehended and refer that dispute to an industrial adjudicator under sub-clause (c) or (d), as the case may be, of sub-section (1) of section 10 of the Act. Procedure, referred above, would take considerable time and an employee had to wait for the decision of the appropriate Government, making reference to an industrial adjudicator for adjudication of the dispute. With a view to do away with this hardship, Legislature, vide Amendment Act No.24 of 2010, inserted sub section (2) and (3) in section 2A and re-numbered original section as sub section (1) in order to enable the workman to approach an industrial adjudicator for adjudication of his dispute, without it being referred by the appropriate Government. For sake of convenience, provisions of sub-section (2) and (3) of section 2A of the Act are reproduced thus:

“(2) Notwithstanding anything contained in section 10, any such workman as is specified in sub-section (1) may make an application direct to Labour Court or industrial Tribunal for adjudication of the dispute referred to therein after expiry of forty five days from the date he has made the application to the Conciliation Officer of the appropriate Government for conciliation of the dispute and in receipt of such

application, the Labour Court or Tribunal shall have powers and jurisdiction to adjudicate upon the dispute, as if it were a dispute referred to it by the appropriate Government in accordance with the provisions of this Act and all the provisions of this Act shall apply in relation to such adjudication as they apply in relation to an industrial dispute referred to it by the appropriate Government.

(3) The application referred to in sub-section (2) shall be made to the Labour Court or Tribunal before the expiry of three years from the date of discharge, dismissal, retrenchment or otherwise termination of service as specified in sub-section (1)."

12. Bare perusal of sub-section (3) of section 2A makes it clear that an application for adjudication of an industrial dispute, relating to discharge, dismissal, retrenchment or termination of his service can be moved, by an employee before expiry of three years from the date of his discharge, dismissal, retrenchment or otherwise termination of service, as the case may be .

13. Provisions of sub-section (2) of section 2A of the Act empowers a workman to move an application before an industrial adjudicator for adjudication of his dispute, after expiry of 45 days from the date he made such application before the Conciliation Officer. On receipt of such application, the industrial adjudicator shall have powers and jurisdiction to adjudicate the dispute as if it were a dispute referred to it by the appropriate Government, in accordance with provisions of the Act. Thus, it is evident that before moving an application before an Industrial Adjudicator, the workman has to approach the Conciliation Officer for conciliation of his dispute. In case no settlement is arrived at or conciliation proceedings goes beyond a period of 45 days from the date the workman had moved the application to the Conciliation officer, he may approach the Industrial Adjudicator for adjudication of his dispute, without being referred by the appropriate Government under the provisions of the Act. Consequently, it is evident that before approaching an Industrial Adjudicator, workman, whose services have been discharged, dismissed, retrenched or terminated by his employer, shall have to approach the Conciliation Officer and wait for expiry of a period of 45 days, in case no settlement arrived between them. Obligation to approach the Conciliation Officer and allow him to enter into conciliation proceedings are mandatory. It is also obligatory on the workman to wait for a period of 45 days and only thereafter he can seek indulgence of an industrial adjudicator for adjudication of his dispute. In case he opts not to approach the Conciliation Officer or fails to wait for a period of 45 days from the date of moving his application, the Industrial Adjudicator will acquire no jurisdiction to entertain the dispute.

14. As emerged out of the claim statement, claimants were dismissed/discharge-a on 31.05.2009/01.06.2009 and 05.06.2009. They served notice of demand dated 11.08.2007 of} the management. Subsequently, they raised a dispute before the conciliation officer for redressal of their grievance. Management project that the Conciliation Officer entered into conciliation proceedings and made efforts for settlement on 27.07.2009, which efforts could not succeed due to stubborn attitude shown by the claimants.

15. Out of facts presented by the claimants, it emerged over the record that their services were disengaged by the management in May and June 2007. They project a case of dismissal/discharge of their services by the management on 31.05.2009/01.06.2009 and 05.06.2009. For approaching this Tribunal, under provisions of sub-section (2) of section 2A of the Act, limitation of three year from the date of discharge, dismissal, retrenchment or otherwise termination of service of an employee has been imposed by the legislature. Thus, it is apparent that the claimants could have approached this Tribunal under sub-section (2) of section 2A of the Act till 30.05.2012/31.05.2012 and 04.06.2012 only. As is evident, claim statement was filed by them on 16.10.2012. Apparently their claim statement, to approach the Tribunal for adjudication of their dispute without being referred by the appropriate Government, is barred by time. Under these circumstances, this Tribunal cannot invoke its jurisdiction for adjudication of the dispute.

16. Since the dispute has been raised beyond the period of limitation, the Tribunal cannot entertain it. Under these circumstances, the Tribunal is constrained to announce that the claim statement cannot be entertained under sub-section (2) of section 2A of the Act. 'The preliminary issues are answered in favour of the management and against the claimants.

17. Since the preliminary issues, which are jurisdictional in nature, are answered against the claimant there remains no occasion to adjudicate the factual issues. Hence adjudication of factual issues is not resorted to. Those issues are left unanswered for want of jurisdiction to do so.

18. In view of foregoing discussion, it is announced that the Tribunal cannot entertain the dispute, being barred by time. Claim statement, presented by the claimants, cannot be entertained. Accordingly. Their claim is dismissed, being beyond period of limitation enacted in sub-section (3) of section 2A of the Act. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated: 10.07.2013

नई दिल्ली, 27 सितम्बर, 2013

का.आ. 2293.—औद्योगिक विवाद अधिनियम, 1947 (1947

का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-02, नई दिल्ली के पंचाट (संदर्भ संख्या 07/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-09-2013 को प्राप्त हुआ था।

[सं. एल-12011/28/2006-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 27th September, 2013

S.O. 2293.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 07/2007) of the Central Government Industrial Tribunal/Labour Court-II, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workmen, which was received by the Central Government on 27-09-2013.

[No. L- 12011/28/2006-IR(B- II)]

RAVI KUMAR, Section Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT-II, DELHI**

Present : Sri Harbansh Kumar Saxena, Presiding Officer

ID No. 7/2007

Smt. Shree Devi,
W/o Shri Ram Prasad,
C/o Okhla Industrial Workers Union (Regd.)
Opp Kalkaji Bus Depot, Govindpuri,
New Delhi-110019

Versus

The Manager,
Indian Bank, 47-48, Pragati House,
Nehru Place, New Delhi.

AWARD

The Central Government in the Ministry or Labour vide notification No L- 12011/28/2006-IR(R-II) dated 12-02-2007, referred the following Industrial Dispute to this tribunal for the adjudication :-

“Whether the action of management of Indian Bank in terminating the services of Smt. Shree Devi Safaiwalli

w.e.f. 13-3-2005 is just, fair and legal? If not to what relief the workman concerned is entitled to and from which date?”

On 26-3-2007 reference was received in this tribunal. Which was register as I.D. No 07/2007, and claimant were called upon to file claim statement with in fifteen days from date or service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman filed reply to claim statement on 7-12-2007 through which she claimed that this Hon’ble Court may kindly be pleased to pass an award directing the Management to reinstate the worker with all consequential benefits and continuity of service along with the full back wages.

Where management filed Written Statement on 7-12-2007. Wherein Contents of Claim Statement were virtually denied as follows :-

1. Contents of Para 1 of the claim statement are wrong and vehemently denied. The claimant has never worked on a consolidated salary and her services were never terminated by the bank. It is pertinent to appraise the Hon’ble Tribunal with the correct factual position. The claimant was never appointed by the bank or regular basis. Admittedly, she was engaged as a casual worker on a need based situation and she was asked to do the cleaning job on daily basis, whenever the part time sweeper in the bank’s rolls was absent. It is further submitted that she was never engaged continuously by the respondent bank hence the question of her termination does not arise. The claim statement filed by the claimant is liable to be dismissed at the thresh hold itself.

2. Contents of para 2 of the claim statement are wrong and denied. It is submitted that the claimant was never engaged on permanent basis. In fact as has been stated in the preceding paras her engagement was purely on a need based daily basis. Hence she cannot be a member of the union. The Union espousing her cause is not a union in the Bank. Hence the averment made by the claimant in the corresponding para is totally frivolous.

3. Contents of para 2 of the claim statement are wrong and baseless hence are vehemently denied. In this regard it is submitted that as has been stated in the preceding paras the claimant was engaged by the bank on need based daily basis in the absence of its part time sweeper . Hence the question of her termination does not arise at all. The claimant has raised false, frivolous and baseless pleas only to gain undue advantage from this Hon’ble Tribunal. The fact is the claimant was never been in continuous services with the respondent. She was been paid money on daily basis as and when she was called to work and engaged.

4. Contents of para 4 of the claim statement are wrong and vehemently denied. The management has filed a detailed reply wherein they have stated the correct factual position before the Conciliation Officer. It is pertinent to mention here that the claimant has only misrepresented the fact before the Conciliation Officer.

5. Contents of para 5 of the claim statement is a matter of record and needs no reply.

6. Contents of para 4 of the claim statement are wrong and vehemently denied. It is submitted that when the claimant was not appointed by the Bank and a regular rolls of the bank and also when the claimant was engaged on need based daily basis and was paid then and there she is not entitled to any benefits given to duly appointed employees as per rules. The claimant is misguiding and misleading this Hon'ble Tribunal by raising unwanted pleas and averments.

7. Contents of para 7 of the claim statement are wrong and denied. The claimant was engaged on need basis by the respondent bank in the absence of its part time sweeper, hence the question of her termination does not arises. As the claimant was not appointed to any post and was engaged on a causal basis and that too intermittently, the question of invoking Sec. 25 F of ID Act does not arise at all.

8. Contents of para 8 of the statement of claim is wrong and denied. The claimant may be put to strict proof for the averments made in this para.

9. Contents of para 9 of the statement of claim is a matter of record needs no reply.

10. Contents of para 10 of the statement of claim is wrong and vehemently denied. As has been stated in the preceding paras the claimant is engaged purely on casual basis on daily wages. She is aware of this position of such engagement. The claimant is trying to invoke sympathy of this Hon'ble Tribunal. Courts have repeatedly held that absorption in permanent service on ground of sympathy is not sustainable.

11. Contents of para 11 of the statement of claim are wrong and denied. The claimant is not covered under section 2(a) of the Industrial Disputes Act.

12-14. Contents of para 12 to 14 of the statement of claim are wrong and vehemently denied. The claimant has raised false, baseless and misconceived pleas. It is specifically mentioned that the Industrial Disputes Act is not applicable to the claimant. Hence the claim statement filed by the claimant is liable to be dismissed. It is further submitted that as has been stated in the preceding paras since the claimant was engaged purely on need based and daily basis and she was not on the bank's rolls therefore the question of her re-joining does not exist/arise at all. The claimant has filed a false, frivolous and concocted

claim and trying to abuse to the process of law. Hence the same is liable to be dismissed.

15. Contents of para 15 of the statement of claim are wrong and vehemently denied. The well settled law is that there is no right vested in any daily wager to seek regularization and regularization can be done only in accordance with the rules and not dehors the rules. The claimant was never engaged on regular basis. Infact her engagement was purely on casual and temporary basis. As has been stated by the claimant in the corresponding para her job was not perennial and permanent in nature. As has been stated in the preliminary objections as well as in the preceding paras of reply on merits. The respondent bank has appointed Sh. Manish Ram as a part time sweeper and he was on the regular rolls of the bank since from the inception of the bank and it is due to the absence of Sh. Munshi Ram the respondent bank has to engage the claimant i.e. Smt. Sree Devi on daily basis which was purely on need basis for which she was been paid on daily basis. Hence the averment of the claimant that the management has illegally disengaged her with ulterior motive is baseless. Misconceived and without any authenticity. In light of the said fact the claim statement filed by the claimant is not maintainable and is liable to be dismissed.

Prayer para of the statement of claim is false, untenable and the claimant is not legally entitled for any reinstatement with all consequential benefits and continuity of service. No right had accrued to the claimant to claim any benefit from the Bank.

In view of the above narrated factual position it is most respectfully parayed that the claim statement filed by the claimant is not maintainable and the same is liable to be dismissed with exemplary cost in favour of the respondent bank.

Against reply workman filed rejoinder wherein she stated as follows:-

1. The contents of the para no. 1 of the reply are wrong and hence categorically denied. It is submitted that the claimant was engaged by the management and she has worked since May, 1990 till March, 2005. The management has not regularized the services of the claimant and when she requested for the legal facilities including regularization of her services, she was terminated.

2-6. The contents of the para no. 2-6 of the reply are wrong and hence categorically denied. It may be submitted that there is no bar in law for the present Union to fight the cause of the present worker.

For rest of the contents the reply the corresponding paras of the Statement of Claim are reiterated.

7-15. The contents of the para no.7-15 of the reply are wrong and hence categorically denied. It may be

submitted that the claimant was engaged by the management in May 1990 and since then she worked till March 2005. The management used to change the mode of her payment for the reason that the management could take different stand to thwart the legal claim of the worker.

It is totally illegal that the claimant till date been shown as casual worker and the management has not regularized the services of the worker.

The poor claimant has no choice but to initiate the present proceeding when the management terminated her services illegally and did not allow her to resume her duties despite her repeated requests.

For rest of the contents of the reply the contents of the corresponding para of the Statement of claim are reiterated.

The prayer clause are denied.

It is therefore most respectfully prayed the management may kindly be directed to reinstate the claimant with the full back wages and regularize the worker at the post she has been working since long.

Workman/Claimant in support of her case filed her affidavit on 09/05/2008. Wherein she mentioned as follows:-

1. Smt. Sri Devi W/o Shri Ram Prasad, aged about 55 years C/o Okhla Industrial Worker Union (Regd.), Affiliated to Bhartiya Mazdoor Sangh, Opposite Kalkaji Bus Depot, New Delhi-110019 do hereby solemnly affirm and declare as under:

1. That I am the worker in the aforesaid matter and well conversant with the facts and circumstances of the case matter and competent to swear this affidavit.

2. That the management engaged me at the post of Safaiwali since May, 1990. My salary was Rs.1500 per month. My services were terminated on 13-03-2005.

3. That the Union sent a demand notice dated 17.06.2005 to the management. The management did not respond to the demand notice. Then I approached to the Conciliation Officer by way of filing his claim dated 11-08-2005.

4. That I was illegally disengaged by the Mgt. without any rhyme and reason. I served the management with almost devotion and promptness. There was no complaint against me.

5. That the management responded to the claim before the Conciliation Officer and filed factually wrong reply and illegally denied my claim.

6. That the management has not provided the legal facilities like appointment letters, earn leave, casual leave, attendance register, leave, ESI, Bonus etc. and when I demanded the same I was ousted from the service.

7. That the management neither gave any show cause notice nor paid notice pay and terminated my services without following the provisions of the I.D. Act.

8. That I have been rendered jobless and I am unemployed from the date of illegal disengagement from the service. I am ready and willing to join duty as and when I am allowed to do so.

The management is well aware that my husband is suffering of cancer and I am the only bread earner for my family. My family is at the verge of starvation. My husband is at death bed. And I have absolutely no other source of income. My children are minors and the whole family depends upon me for their bread.

This is very unfair. Instead of regularizing my services the management took extreme step which is likely to be fatal for my family.

9. That I was engaged on the post of Safaiwali and my job has always been of perennial and permanent nature. the management has illegally disengaged me with ulterior motive to engage some other persons. My juniors have been working there while I have been ousted without any reason.

10. That a copy of the demand notice dated 17.06.2005 with receipts are exhibited as Ex. WW 1/1(Colly). Copy of the claim of the worker, reply of the management and the rejoinder thereto are exhibited collectively and marked as Ex. WW 1/2 (Colly). A testimonial issued by Senior Manager. Indian Bank, Nehru Place, New Delhi in favour of the me is exhibited as Exh. WW1/3. Copy of pay vouchers dated 2.04.97, 2.5.97, 3.02.98, 9.3.98, 11.4.98, 4.5.98, 2.7.98, 3.10.98, 3.11.98, 8.11.99, 6.12.99, 5.1.2000, and 3.3.2000 are exhibited as Exh. WW 1/4 (Colly). Copy of Passbook of S.B. A/c No.353845 entries dated 25.01.2001 to 31.10.01 are exhibited as Exh. WW 1/5 (Colly).

That I was engaged on the post of Safaiwali and any job has always been of perennial and permanent nature. The management has illegally disengaged me with ulterior motive to engage some other persons. My juniors have been working there while I have been ousted without any reason.

No cross-examination on behalf of management conducted.

No Evidence on behalf of management adduced.

Argument on behalf of workman/claimant heard as none appeared on behalf of management for counter contentions. I perused the evidence on record in the light of contentions on behalf of workman/claimant.

Termination of service of workman/claimant who completed 240 days of work during a period of 12 month proceeding the date of termination. An order of termination

passed in violation of provision although can be set aside but an award of reinstatement should not. However, be automatically passed.

The factors which are relevant for determining the same, inter alia are:-

- (i) whether in making the appointment, the statutory rules, if any, had been complied with.
- (ii) The period he had worked.
- (iii) whether there existed any vacancy, and
- (iv) whether he obtained some other employment on the date of termination in passing of the award.

No appointment can be made by authority without following provisions of the recruitment rules. Any appointment made in violation of the said rules would be a nullity as per provisions of Articles 14 & 16 Indian Constitution.

Due to some exigency of work, although recruitment on daily wages or on an adhoc basis was permissible, but by reason thereof an employee cannot claim any right to be permanently absorbed in service or made statutory rules. Merely because an employee completed 240 days of work in a year preceding the date of retrenchment or termination. the same would not mean that his services were liable to be regularized.

As per Settled Law of Hon'ble Supreme Court in a situation of this nature instead and in place of directing reinstatement with full back wages the workman should be granted adequate monetary compensation.

I am of considered view that payment of a sum of Rs. 50,000 (Fifty thousand only) by way of damages to the workman/claimant by the management after expiry of period for writ petition that will serve the purpose. Ex parte Award is accordingly passed.

Dated: 25-09-2013

HARBANSHP KUMAR SAXENA , Presiding Officer

नई दिल्ली, 30 सितम्बर, 2013

का.आ. 2294.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, नई दिल्ली के पंचाट (संदर्भ संख्या 12/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-09-2013 को प्राप्त हुआ था।

[सं. एल-12012/56/2008-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 30th September, 2013

S.O. 2294.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No.12/2009) of the Central Government Industrial Tribunal/Labour Court-2, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workmen, which was received by the Central Government on 27-09-2013.

[No. L-12012/56/2008-IR(B-II)]

RAVI KUMAR, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT-II, DELHI

Present :- Sri Harbansh Kumar Saxena, Presiding Officer

I D No. 42/2009

Sh. Vinod Kumar, S/o Jagdish Prasad,
R/o Jaipuria Mills, Ghanta Ghar,
Subji Mandi,
Delhi-110007.

Versus

The Manager,
Vijaya Bank,
Kamla Nagar,
Delhi-110007.

AWARD

The Central Government in the Ministry of Labour vide notification No. L-12012/56/2008-IR(B-II) dated 6-2-2008, referred the following Industrial Dispute to this tribunal for the adjudication :-

“Whether the action of the management of Vijaya Bank in terminating the services of Sh. Vinod Kumar w.e.f. 7-8-2007 is just, fair and legal? To what relief the workman concerned is entitled to and from which date?”

On 15-6-2009 reference was received in this tribunal. Which was registered as I.D. No 12/2009, and claimant was called upon to file claim statement within fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman filed claim statement through which he claimed that Hon'ble Court may be pleased to pass an award in favour of workman thereby holding the termination of the workman as illegal and unjustified and directing the management to reinstate the workman along with full back wages and continuity of service and consequential benefits and all other legal dues as the same is very necessary in the interest and furtherance of justice and equity.

Where management filed written statement on 30-06-2010. Wherein Contents of Claim Statement were virtually denied as follows:-

1. That the contents of Para-1 as stated are not admitted. However, it is admitted that the claimant was engaged intermittently as a part time Sweeper at the bank's Kamla Nagar Branch upto 7-8-2007. The engagement of the claimant was on daily wage basis and the same has been admitted by him in his legal notice dated 27.08.2007. The claimant was paid daily wages @ Rs.80 per day as and when he was engaged. His name was not sponsored by the Employment Exchange. His engagement was not against any advertisement. The claimant did not go through any selection procedure or test or interview before his engagement on daily wages basis. The averments made that he was working in a regular post and continuously is therefore wrong and denied.

2. That contents of Para-2 as stated are wrong and denied. It is stated that the claimant was only engaged intermittently for part time work upto the period 07.08.2007. He was paid Rs. 80 per day for the services rendered as and when he was engaged.

3. That the contents of Para-3 as stated are wrong and denied. It is wrong and denied that the management used to take the work of Daftri/Peon from the claimant.

4. That the contents of Para-4 as stated are wrong and denied. It is wrong and denied that any assurance was given to the claimant that he would be absorbed with the management Bank. It is wrong and vehemently denied that he had worked for more than 12 years with the management. In fact the engagement of the claimant was on temporary basis and the same would not give him any right for absorption. The doctrine of legitimate expectation has been rejected by the Apex Court in Umadevi's case as referred to above.

5. That the contents of Para-5 as stated are wrong and denied for want of knowledge. It is wrong and denied that any hope was given to the claimant that he would be appointed on permanent basis in the bank. The claimant was appointed intermittently on daily wage basis and he had accepted such engagement with his open eyes.

6. That the contents of Para-6 as stated are wrong and denied. It is submitted that merely submitting of representations by the claimant would not give him any right for permanent absorption with the management bank. It is again reiterated that the recruitment in the subordinate cadre of the management bank is through the Employment Exchange and after following due recruitment procedure. The local Employment Exchange has to sponsor the candidates to be considered for selection and appointment in the subordinate staff cadre.

7. That the contents of Para-7 as stated are wrong and denied. It is wrong and denied that the claimant had

worked for 91 days during the period 1984 to 1989 as alleged by him in fact in his representation made to the Bank he has submitted his Date of Birth as 01.12.1972 and in that case he would attain his majority only on 01.12.1990 and therefore the allegation that he was engaged in 1984 to 1989 could not be believed as he would be a minor at that time.

8. That the contents of Para-8 as stated are wrong and denied. It is wrong and denied that the claimant was working on regular basis as has been alleged or that he was working at a permanent post of Sweeper. The claimant was only engaged on temporary basis and was paid according to his days of working.

9. That the contents of Para-9 as stated are wrong and denied. It is wrong and denied that there was any unfair labour practice followed by the management. It is submitted that since the claimant was on daily wage basis he was paid according to the days of his working.

10. That the contents of Para-10 as stated are wrong and denied. Since the claimant was only on temporary and on daily wage basis the question of issuance of any charge-sheet/show cause notice does not arise.

11. That the contents of Para-11 as stated are not admitted. However it is a matter of record that the engagement of the claimant intermittently was till 6th August, 2007 and he was paid according to his days of working.

12. That the Para-12 as stated are not admitted. However, it is submitted that since the claimant was on daily wage basis his services were no longer required w.e.f. 07/08/2007. The question of issuing any Show Cause Notice or Charge-sheet does not arise in the facts of the present case.

13. That the contents of Para-13 are wrong and denied. It is submitted that there is no violation of Section 25 F, 25 G and 25 H of the industrial Disputes Act,1947. It is further submitted that since the claimant was on daily wages basis he would not be entitled to retrenchment compensation as stated in this paragraph.

14. That the contents of Para-14 as stated are wrong and denied. It is submitted that there is no unfair labour practice or no violation of Section 25 F of the Industrial Disputes Act,1947.

15. That the content of Para-15 in so far as they relate to demand notice dated 27/08/2007, the same being matter of record is not disputed. However the averments made in the said notice are wrong and vehemently denied.

16. That the contents of Para-16 as stated are wrong and denied. It is unbelievable that the claimant would be not gainfully employed anywhere.

17. That the contents of Para-17 need no reply.

On the basis of which management bank prayed that reference be answered in favour of the management bank and since the workman was only working on daily wage basis he is not entitled to any relief as prayed for.

Against Written Statement workman filed a replication on 27-10-2010. Wherein he stated as follows :-

I-V. That the contents of para No. I to V of the written statement are matter of record. However, it is submitted that the claim filed by the workman is correct and genuine and the workman is entitled to get relied as prayed by him in his claim petition which are reiterated as correct and the claim of the workman is also reiterated as reaffirmed.

1 to 14. That the contents of para No. 1 to 14 of the reply on merits of the written statement are false wrong hence denied. However, the contents of para No. 1 to 14 of the claim filed by the workman are reiterated as reaffirmed.

15. That the contents of para No. 15 of the reply on merits of the written statement are denied to the extent that averments made in the said notice are wrong and vehemently denied the contents of rest para is matter of record. However, the contents of para No. 15 of the claim filed by the workman are reiterated as reaffirmed.

16. That the contents of para No. 16 of the reply on merits of the written statement are false wrong hence denied. However, the contents of para No. 16 of the claim filed by the workman are reiterated as reaffirmed.

17. That the contents of para No. 17 of the reply on merits of the written statement need no reply. However, the contents of para No. 17 of the claim filed by the workman are reiterated as reaffirmed.

The last para is prayer clause which is totally denied and the same is devoid of any merit.

On the basis of which he prayed that this Hon'ble Court may kindly be pleased to dismiss the written statement in limine with heavy cost in favour of the workman and against the management and the relief may kindly be pleased to given to the workman as prayed by him in his claim.

On the basis of pleadings of parties predecessors on 29-11-2010 passed following order.

“It is submitted that the issue referred to in the terms of reference is enough and no further issue needs to be framed in this case. Now, for evidence of the workman by way of affidavit to come upon 8-2-2011.”

In support of his case Claimant/Workman filed his affidavit on 8-2-2011. Alongwith the aforesaid affidavit he filed photostat copies of documents which was accordingly marked exhibited.

Workman/Claimant was examined as WW1 on 15-5-2012 as WW1. He was cross examined on the same day.

After evidence of Workman/Claimant management in support of his case filed affidavit of its witness Sh. S.P. Singh on 18-10-2012.

He was examined by management 14-5-2013. He was partly cross examined by the Ld. A/R of Workman/Claimant and further cross examined on 23-7-2013.

I have heard the Arguments of Ld. A/R for the parties at length and fixed 19-9-2013 for the award.

Ld. A/R for the workman requested for re-argument. His argument were heard. I have heard the arguments of Ld. A/R of the parties. Ld. A/R for the workman contended that nature of work of workman Vinod Kumar Sweeper-cum-Peon.

Workman worked more than 240 days workman initially appointed. As soon as 91 days completed he will be confirmed.

On 7-8-07 services were terminated without notice.

No Gratuity was given.

No Compensation was given.

Workman gave Demand Notice through Regd. Post with AD. on 27-8-2007.

Management Replied on 30-10-2007.

No settlement of workman.

In written statement it is not specified that how many days workman worked. Ld A/R for workman placed reliance on principle laid down in following rulings :-

1. Mahboob Deepak Vs. Nagar Panchayat Gajraula and Another 2007 (8) supreme 336.

Principle laid down:-

“Appellant completed 240 days of work. Appellant entitled to compensation notice and notice pay.

Direction to pay Rs. 50,000 by was of Damages.

2. M.C.D. Vs. Vijai Pal and others 140 (2007) Delhi Law Times 351.

Non-compliance of provisions of S. 25F of Industrial Dispute Act.

Ld. A/R for Management counter contended that workman was casual worker. He was never regular worker. He work in place of Premwati only for 60 days during her leave. He received Rs. 80 per day. Which raised Rs. 100 per day.

He was not paid salary.

Her alleged salary not came into her Account.

No appointment letter was issued to workman.

No termination letter was issued to workman.

No charge sheet submitted against workman.

Certificate indicates casual nature of work. As per concept of 240 days, 240 days will commence since 7-8-2007 backwardly.

MW was not cross-examined on the point of 240 days of work done by workman.

Gratuity Act is not applicable in the instant case because claimant has not completed 5 years of service.

In the light of contentions and counter contentions I perused the contents of claim statement, written statement and rejoinder along with evidence on record. Which shows that workman claimed following reliefs :-

1. To pass an award holding termination illegal and unjustified.
2. Reinstate the workman along with full back wages.
3. Continuity of Service and consequential benefits.
4. All other legal dues.

Out of aforesaid reliefs claimant is entitled to compensation only in the circumstances of case so amount of compensation is no be computed in the circumstances of case.

The Factors which are relevant for determining the same, inter alia are:-

- (i) Whether in making the appointment, the statutory rules, if any, had been complied with.
- (ii) The period he had worked.
- (iii) Whether there existed any vacancy; and
- (iv) Where he obtained some other employment on the date of termination in passing of the award.

Perusal of Ext. WW1/3 dated 16/05/2011 on record makes it crystal clear that Vijaya Bank, Head Office, Personnel Department (PA & IR) 41/2. M.G. Road, Trinithy Circle, Bangalore-560001 issued circular No. 57/92 dated 24.03.1992. Through which applications from temporary sweepers were invited who had worked as temporary Sweepers in the Bank's branches/offices for a period of 90 days or more during the period between 1.1.1982 to 31.12.1989 to draw up their panel for appointing them on temporary/permanent basis against vacancies that may arise in future.

Perusal of Ext. WW1/4 dated 16/05/2011 shows it is photocopy of letter which was written to the Deputy General Manager, Personnel Department H.O. Manager, Regional

Office, Delhi by Senior Branch Manager Vijaya Bank, Kamla Nagar on 16.10.1999. Through which photo copy of application of Sri Vinod Kumar for appointment for Sweeper post recommendation to the Deputy General Manager H.O. Bangalore for consideration of appointment of Vinod Kumar as Part Time Sweeper. It is also mentioned in this letter that Vinod Kumar applied for the post on 24.04.92. It is also relevant to mention here that it is also mentioned in this letter that there is no permanent Sweeper in this Kamla Nagar Branch of Vijaya Bank.

Perusal of Photo Copy of Letter Ext. WW1/6 dated 16/05/2011 shows that Branch Manager, Vijaya Bank, Kamla Nagar, Delhi on 24/04/92 wrote a letter to the Deputy General Manager, Regional Office, New Delhi-110001. Through which he forwarded a application of Vinod Kumar for the post of Temporary Sweeper as he completed work of 90 days between 1984 to 1989.

Perusal of Photo Copy of Letter dated 28/06/98 Ext. WW1/7 dated 16/05/2011 shows that Senior Branch Manager, Vijaya Bank, Kamla Nagar, Delhi wrote letter on 28.06.1998. Diputy Genaral Manager Zonal Office Delhi. Through which he forwarded application of Sri Vinod Kumar for the post of sweeper in following forwarding note:-

“We forward herewith a letter received from Sri Vinod Kumar which is self explanatory. The applicant has been working in this Branch of and on. On daily wage basis since long. Whereas he belongs to the under privileged category, we request you to advice as suited since we have been managing without a regular Sweeper w.e.f. Feb. 1995.”

On the basis of evidence on record Reference is decided in favour of Workman/Claimant and against management Vijaya Bank.

I am of considered view that payment of a sum of Rs. 50,000 (fifty thousand only) by way of damages to the Workman/Claimant by the management after expiry of period of writ petition that will serve the purpose.

Award is accordingly passed in favour of Workman/ Claimant and against management of Vijaya Bank.

Dated : 26-9-2013

HARBANSHE SAXENA, Presiding Officer

नई दिल्ली, 30 सितम्बर, 2013

का.आ. 2295.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिनको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा-76 की उप-धारा (1) और धारा 77, 78,

79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध छत्तीसगढ़ राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“जिला रायगढ़ के अन्तर्गत राजस्व ग्राम-जामगांव, कोलाईबहाल, बेहरापाली, छुहीपाली, नावापारा, कुकुर्दा, मनुवापाली, सराईपाली, कोयलंगा, भुईयांपाली तथा तहसील एवं जिला रायगढ़ के अन्तर्गत आने वाले सभी क्षेत्र।

[सं. एस-38013/62/2013-एसएस-I]

जार्जकुटी टी. एल., अवर सचिव

New Delhi, the 30th September, 2013

S.O. 2295.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Chhattisgarh namely :—

“Revenue villages of Jamgaon, Kolaibahal, Beharapali, Chhubipali, Nawapara, Kukurda, Manuwapali, Saraiptali, Koylanga, Bhuihiyanpali and the areas falling within the Tehsil and District Raigarh.”

[No. S-38013/62/2013-SS-I]
GEORGEKUTTY T. L., Under Secy.

नई दिल्ली, 30 सितम्बर, 2013

का.आ. 2296.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 नवम्बर, 2013 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा-76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध उड़ीसा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“जिला अनगुल की छोड़ीपाला तहसील में निशा, पाणपुर, कालिआकटा जंगल, कालिआकटा, छोटबेरिणी, गोला गाडिया, कांउसिडिप, राइझरण, बालिचन्दपुर, कंकरेई, पिरखमण, मालिब्राझणी एवं मकुन्दपुर तथा जिला अनगुल की बनरपाल तहसील में कृष्णचन्दपुर, जरडा, सानकेरजांग, पारिपारा, बासुदेबपुर, सानकेरजांग जंगल, मरातिरा, जामुंडा जंगल, बड़केरजांग जंगल, बणुआसाहि, सदानन्दपुर, बेडाशर, बेणागाडिआ, गोलाबंध, डेरजांग जंगल, जरासिंहा के राजस्व गांव”।

[सं. एस-38013/67/2013-एसएस-I]

जार्जकुटी टी. एल., अवर सचिव

New Delhi, the 30th September, 2013

S.O. 2296.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 2013 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Odisha namely :—

“The Areas comprising of the Revenue villages of Nisha, Panapur, Kaliakata Jungle, Kaliakata, Chhotaberini, Golagadia, Kaunsidhip, Rajharan, Balichandrapur, Kankarei, Pirakhaman, Malibrahmani and Makundpur in the Tahasil of Chhendipada in the district of Angul and Krushnachandrapur, Jarada, Sanakerajang, Paripara, Basudevapur, Sanakerajang Jungle, Maratira, Jamunda Jungle, Badakerajang Jungle, Banuasahi, Sadanandapur, Bedasar, Banagadia, Golabandha, Derajang Jungle, Jarasingha in the Tahasil of Banarpal in the district of Angul.”

[No. S-38013/67/2013-SS-I]

GEORGEKUTTY T. L., Under Secy.

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2297.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन एयरलाइंस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 24/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-09-2013 को प्राप्त हुआ था।

[सं. एल-11012/8/2003-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 19th September, 2013

S.O. 2297.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.24/2007) of the Central Government Industrial Tribunal-cum-Labour Court No.1, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Indian Airlines Ltd, and their workmen, received by the Central Government on 15-09-2013.

[No. L-11012/8/2003-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO.1,
DELHI**

I. D. No. 24/2007

Shri Fayyaz Mohammad,
S/o Ali Hussain, 796,
Pocket No.1, Paschim Puri,
New Delhi - 110063.

.... Workman

Versus

The General Manager,
M/s. Indian Airlines,
IGI Terminal-I, Palam,
New Delhi.

....Management

AWARD

Erstwhile M/s. Indian Airlines in short the Airlines) awarded contract for annual maintenance of cleaning of Aircrafts A 300 and A 320 on night halt at Indira Gandhi International Airport, New Delhi to M/s. Aroon Enterprises. Writ petitions No.3823 of 98, and 2300 of 99 were filed by employees of the contractor for regularization of their services with the Airlines. Interim order was passed by High Court of Delhi on 1.08.1998 in writ petition No.3827 of 98, directing the Airlines not to dispense with the services of petitioners, till disposal of the petition. Contract of M/s. Aroon Enterprises came to an end and fresh contract was awarded to M/s. Sunshine Enterprises. In compliance of the interim order passed by High Court of Delhi, the Airlines wrote to the Contractor to absorb the petitioners, numbering six, in their employment. Writ petition was dismissed by the High Court in the year 2001. Services of the claimant were dispensed with by the contractor on 01.01.2002. The claimant approached the Airport Employees' Union (Regd.) (in short the Union) for redressal of his grievances. The union raised an industrial dispute before the Conciliation Officer. Since the claim was contested by the Airlines as well as the contractor, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-11012/8/2003-IR(CM-I), New Delhi dated 21.02.2007, with following terms:

"Whether demand of Airport Employees Union to reinstate Shri Fayyaz Mohammad, ex-Cleaner with full back wages in the services of M/s. Sunshine Enterprises or M/s. Indian Airlines, is legal and justified ? If so, to what relief the concerned workman is entitled?"

2. The Airlines assailed the reference order before High Court of Delhi by way of a writ petition. On 28.02.2013,

Shri Ravi Gopal, Authorized Representative of the Airlines, made a statement before this Tribunal that Writ Petition has been withdrawn. Thereafter, it was ordered that notice be issued to the claimant to file his claim statement. Notice was sent to the claimant by registered post on 8.03.2013, in pursuance of order dated 28.02.2013, calling upon him to file his claim statement on or before 20.03.2013. The postal article was received back with the report that the claimant had left the address for an unknown destination. Notice was sent to the claimant at the following address: "Shri Fayyaz Mohammad, S/o Shri Ali Hussain, 796, Pocket No.I, Paschim Puri, New Delhi-110063", which address was provided by the Appropriate Government in the reference order. From the above report of the postman it emerged that the claimant was not residing at the given address.

3. However, fresh notice was sent to the claimant by registered post on 18.04.2013 calling upon him to file his claim statement on or before 20.03.2013. Another notice was sent to the claimant on 23.05.2013 calling upon him to file claim statement on or before 28.06.2013. Notice was again sent to the claimant by registered post on 04.07.2013, commanding him to submit his claim statement on or before 15.07.2013. Lastly, notice was sent to the claimant on 17.07.2013 calling upon him to file his claim statement before this Tribunal on or before 01.08.2013. All these notices were received back with the report that the claimant does not reside at the given address. Therefore, efforts made by the Tribunal to call the claimant for filing his claim statement proved futile. No other address was available with the Tribunal to call the claimant to file his claim statement.

4. Since the claimant did not come forward, Airlines was called upon to place facts before the Tribunal. In its response to the reference order, the Airline presents that it engaged services of M/s. Aroon Enterprises for cleaning of Aircrafts A 300 and A 320 at night halt at Indira Gandhi International Airport, New Delhi. Annual maintenance contract for cleaning of the aforesaid aircrafts was given in favour of M/s. Aroon Enterprises, after following due process. In 1998, cleaners employed by the contractor filed writ petition 3823 of 98 before the High Court of Delhi seeking their regularization in service of the Airlines. Another writ petition No. 2300 of 1999 was also filed, wherein relief of regularization in service of the Airlines was claimed by the cleaners. Writ petition filed were disposed off in the year 2001. Annual maintenance contract for cleaning of the Aircraft was sanctioned to M/s. Sunshine Enterprises. Claimant was an employee of the aforesaid contractors. The Airlines never exercised control and supervision on the claimant. There was no relationship of employer and employee between the parties. Contract entered into between the Airlines and the contractor was on principle to principle basis and as such, there never

existed privity of contract between the claimant and the Airlines. Services of the claimant were not terminated by the Airlines. The Airlines claimed that the reference is liable to be answered in its favour.

5. Terminology of the reference order puts onus on the claimant to establish that demand, for his regularization in services of M/s. Sunshine Enterprises or Indian Airlines the full back wages, is legal and justified. Therefore, to discharge onus resting on him the claimant was under an obligation to establish that he was an employee of the contractor, yet the Airlines exercised administrative, financial, managerial and disciplinary control over him. It was further incumbent upon him to project that the contract entered into between the Airlines and the contractor was sham and nominal. It was also obligatory on the claimant to establish that he rendered continuous service with the contractor/ the Airlines. It is also obligatory on the claimant to establish that termination of his services by M/s. Sunshine Enterprises/Indian Airlines was illegal and not in consonance with provisions of industrial law. Instead of discharging onus resting on him, claimant opted not to participate in the proceedings. Thus, it is evident that there is complete vacuum of evidence on behalf of the claimant. Resultantly, it cannot be concluded that the claimant has not been able to establish that his demand for reinstatement in service with M/s. Sunshine Enterprises or Indian Airlines with full back wages was legal and justified. Claimant is not entitled to any relief. An award is accordingly passed in favour of the Airlines and against the claimant. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2013

का.आ. 2298.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन एयरलाइंस लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 26/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-09-2013 को प्राप्त हुआ था।

[सं. एल-11012/17/2003-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 19th September, 2013

S.O. 2298.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.26/2007) of the Central Government Industrial Tribunal-cum-Labour Court No.1, New Delhi as shown in the Annexure in the

Industrial Dispute between the management of Indian Airlines Ltd, and their workmen, received by the Central Government on 15-09-2013.

[No. L-11012/17/2003-IR(CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO.1, DELHI

I. D. No. 26/2007

Shri Mani,
796, Pocket No.1,
Paschim Puri,
New Delhi - 110063.

.... Workman

Versus

The General Manager,
M/s. Indian Airlines,
IGI Terminal-I, Palam,
New Delhi.

....Management

AWARD

Erstwhile M/s. Indian Airlines (in short the Airlines) awarded contract for annual maintenance of cleaning of Aircrafts A 300 and A 320 on night halt at Indira Gandhi International Airport, New Delhi to M/s. Aroon Enterprises. Writ petitions No.3823 of 98, and 2300 of 99 were filed by employees of the contractor for regularization of their services with the Airlines. Interim order was passed by High Court of Delhi on 10.08.1998 in writ petition No.3827 of 98, directing the Airlines not to dispense with the services of petitioners, till disposal of the petition. Contract of M/s. Aroon Enterprises came to an end and fresh contract was awarded to M/s. Sunshine Enterprises. In compliance of the interim order passed by High Court of Delhi, the Airlines wrote to the Contractor to absorb the petitioners, numbering six, in their employment. Writ petition was dismissed by the High Court in the year 2001. Services of the claimant were dispensed with by the contractor on 01.01.2002. The claimant approached the Airport Employees' Union (Regd.) (in short the Union) for redressal of his grievances. The union raised an industrial dispute before the Conciliation Officer. Since the claim was contested by the Airlines as well as the contractor, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-11012/17/2003-IR(CM-I), New Delhi dated 21.02.2007, with following terms:

"Whether demand of Airport 'Employees Union to reinstate Shri Mani, ex-Cleaner with full back wages in the services of M/s. Sunshine Enterprises or M/s. Indian Airlines, is legal and justified ? If so, to what relief the concerned workman is entitled?"

2. The Airlines assailed the reference order before High Court of Delhi by way of a writ petition. On 28.02.2013, Shri Ravi Gopal, Authorized Representative of the Airlines, made a statement before this Tribunal that Writ Petition has been withdrawn. Thereafter, it was ordered that notice be issued to the claimant to file his claim statement. Notice was sent to the claimant by registered post on 8.03.2013, in pursuance of order dated 28.02.2013, calling upon him to file his claim statement on or before 20.03.2013. The postal article was received back with the report that the claimant had left the address for an unknown destination. Notice was sent to the claimant at the following address: "Shri Mani, 796, Pocket No.I, Paschim Puri, New Delhi-110063", which address was provided by the Appropriate Government in the reference order. From the above report of the postman it emerged that the claimant was not residing at the given address.

3. However, fresh notice was sent to the claimant by registered post on 18.04.2013 calling upon him to file his claim statement on or before 20.03.2013. Another notice was sent to the claimant on 23.05.2013 calling upon him to file claim statement on or before 28.06.2013. Notice was again sent to the claimant by registered post on 04.07.2013, commanding him to submit his claim statement on or before 15.07.2013. Lastly, notice was sent to the claimant on 17.07.2013 calling upon him to file his claim statement before this Tribunal on or before 01.08.2013. All these notices were received back with the report that the claimant does not reside at the given address. Therefore, efforts made by the Tribunal to call the claimant for filing his claim statement proved futile. No other address was available with the Tribunal to call the claimant to file his claim statement.

4. Since the claimant did not come forward, Airlines was called upon to place facts before the Tribunal. In its response to the reference order, the Airline presents that it engaged services of M/s. Aroon Enterprises for cleaning of Aircrafts A 300 and A 320 at night halt at Indira Gandhi International Airport, New Delhi. Annual maintenance contract for cleaning of the aforesaid aircrafts was given in favour of M/s. Aroon Enterprises, after following due process. In 1998, cleaners employed by the contractor filed writ petition 3823 of 98 before the High Court of Delhi seeking their regularization in service of the Airlines. Another writ petition No. 2300 of 1999 was also filed, wherein relief of regularization in service of the Airlines was claimed by the cleaners. Writ petition filed were disposed off in the year 2001. Annual maintenance contract for cleaning of the Aircraft was sanctioned to M/s. Sunshine Enterprises. Claimant was an employee of the

aforesaid contractors. The Airlines never exercised control and supervision on the claimant. There was no relationship of employer and employee between the parties. Contract entered into between the Airlines and the contractor was on principle to principle basis and as such, there never existed privity of contract between the claimant and the Airlines. Services of the claimant were not terminated by the Airlines. The Airlines claimed that the reference is liable to be answered in its favour.

5. Terminology of the reference order puts onus on the claimant to establish that demand, for his regularization in services of M/s. Sunshine Enterprises or Indian Airlines the full back wages, is legal and justified. Therefore, to discharge onus resting on him the claimant was under an obligation to establish that he was an employee of the contractor, yet the Airlines exercised administrative, financial, managerial and disciplinary control over him. It was further incumbent upon him to project that the contract entered into between the Airlines and the contractor was sham and nominal. It was also obligatory on the claimant to establish that he rendered continuous service with the contractor/ the Airlines. It is also obligatory on the claimant to establish that termination of his services by M/s. Sunshine Enterprises/Indian Airlines was illegal and not in consonance with provisions of industrial law. Instead of discharging onus resting on him, claimant opted not to participate in the proceedings. Thus, it is evident that there is complete vacuum of evidence on behalf of the claimant. Resultantly, it cannot be concluded that the claimant has not been able to establish that his demand for reinstatement in service with M/s. Sunshine Enterprises or Indian Airlines with full back wages was legal and justified. Claimant is not entitled to any relief. An award is accordingly passed in favour of ,the Airlines and against the claimant. It be sent to the appropriate Government for publication.

Dated : 21-8-2013

Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 1 अक्टूबर, 2013

का.आ. 2299.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्द्वारा दुर्गापुर स्टील प्लांट ऑफ सेल, दुर्गापुर (पश्चिम बंगाल) के कारखाने/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, अधिसूचना जारी होने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात :-

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे ;

- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं ;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हैं, तो वे वापस नहीं किए जाएंगे ;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थी ;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी ;
- (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ ; अथवा
- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं ; या
- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गये उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं ; या
- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा :-
- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है ; अथवा
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या आसन्न नियोजक की, उसके अधिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना,

कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना ; या

- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए, किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना ;
- (ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना ।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी ।

[सं. एस-38014/25/2013-एस.एस.-I]

जार्जकुटी टी. एल., अवर सचिव

New Delhi, the 1st October, 2013

S.O. 2299.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of Durgapur Steel Plant of SAIL, Durgapur (West Bengal) from the operation of the said Act. The exemption shall be effective from the date of issue of this Notification for a period of one year.

2. The above exemption is subject to the following conditions namely :-

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees' ;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under sub-section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of:-

- (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or
- (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
- (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
- (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
- (e) exercise such other powers as may be prescribed.
- (6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.
- [No. S-38014/25/2013-SS-I]
- GEORGEKUTTY T. L., Under Secy.
- नई दिल्ली, 1 अक्टूबर, 2013
- का.आ. 2300.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा इस्को स्टील प्लांट ऑफ सेल, बर्नपुर (पश्चिम बंगाल) के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, अधिसूचना जारी होने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।**
2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात् :-
- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
 - (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदर्भ अंशदानों के आधार पर हकदार हो जाते हैं;
 - (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
 - (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान तथा ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थी;
 - (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस नियमित प्राधिकृत कोई अन्य पदधारी;
 - (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ ; अथवा
 - (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं ; या
 - (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गये उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं ; या
 - (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा :-
 - (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है ; अथवा
 - (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के

- संदाय से संबंधित ऐसे लेखा, बहियाँ और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या आसन्न नियोजक की, उसके अधिकारी या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना ; या
- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए, किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना ;
- (ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना ।

(6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी ।

[सं. एस-38014/27/2013-एस.एस.-I]

जार्जकुटी टी. एल., अवर सचिव

New Delhi, the 1st October, 2013

S.O. 2300.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of IISCO Steel Plant of SAIL, Burnpur (West Bengal) from the operation of the said Act. The exemption shall be effective from the date of issue of this Notification for a period of one year.

2. The above exemption is subject to the following conditions namely :—

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period

under the Employees' State Insurance (General) Regulations, 1950;

(5) Any Social Security Officer appointed by the Corporation under sub-section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of:-

(i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or

(ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:

(a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or

(b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

(d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,

(e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/27/2013-SS-I]

GEORGEKUTTY T. L., Under Secy.